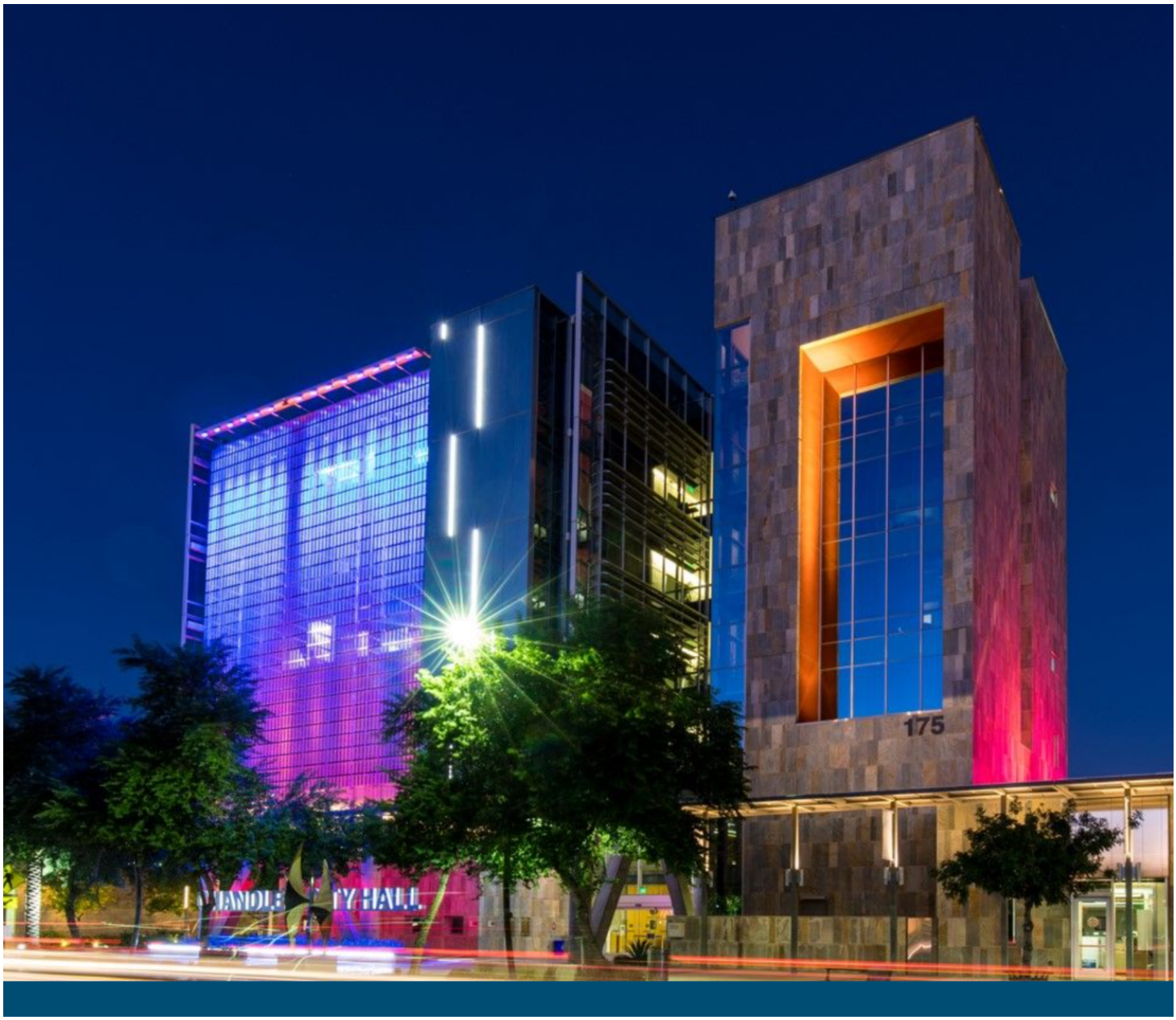


City Council Study Session

Monday, March 24, 2025
6:00 p.m.

Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

CHANDLER
arizona
Community of Innovation

Back row
Councilmember Matt Orlando, Councilmember OD Harris, Councilmember Jane Poston, Councilmember Jennifer Hawkins

Front row
Vice Mayor Christine Ellis, Mayor Kevin Hartke, Councilmember Angel Encinas

Our Vision

We are a world class City that provides an exceptional quality of life.

Our Brand

A safe, diverse, equitable and inclusive community that connects people, chooses innovation and inspires excellence.

Innovative Focus

Innovation is the lifeblood of our community. The introduction of new ideas and methods is rooted in Chandler's culture and heritage. This thread of innovation embodies how we connect, plan and serve our city to be a contemporary, financially responsible and safe place to live and work.

Pursuant to Resolution No. 4464 of the City of Chandler and to A.R.S. 38-431.02, notice is hereby given to the members of the Chandler City Council and to the general public that the Chandler City Council will hold a STUDY SESSION open to the public on Monday, March 24, 2025, immediately following the Regular meeting that follows the Public Housing Authority Commission meeting which begins at 6:00 p.m., in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona. One or more members of the Chandler City Council may attend this meeting by telephone.

Persons with disabilities may request a reasonable modification or communication aids and services by contacting the City Clerk’s office at 480-782-2181 (711 via AZRS). Please make requests in advance as it affords the City time to accommodate the request. Agendas are available in the Office of the City Clerk, 175 S. Arizona Avenue.

Study Session Agenda

City Council Strategic Framework Focus Areas: Legend

- Community Safety
- Neighborhoods
- Quality of Life
- Sustainability and Technology
- Connectivity
- Economic Vitality

Call to Order

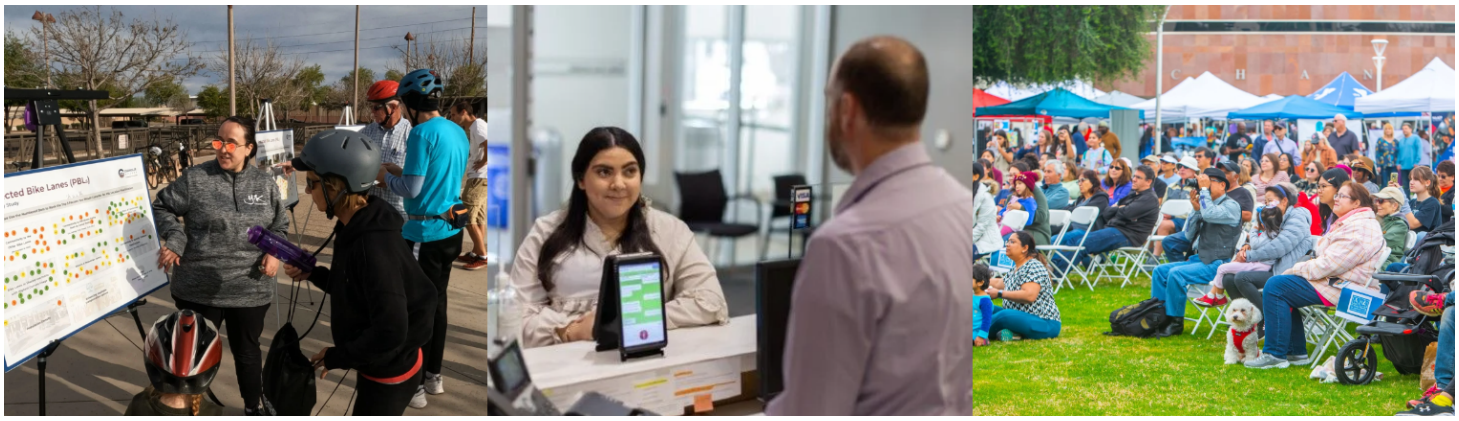
Roll Call

Consent Agenda

Items listed on the Consent Agenda may be enacted by one motion and one vote. If a discussion is required by members of the governing body, the item will be removed from the Consent Agenda for discussion and determination will be made if the item will be considered separately.

City Clerk

1. **Boards and Commissions Member Appointments**
   Move City Council approve the Board and Commission appointments as recommended.



City Manager

2. **Introduction and Tentative Adoption of Ordinance No. 5122, Amending the Code of the City of Chandler, Chapter 11 Curfew, Graffiti, Smoking and Miscellaneous Offenses, to Add Regulations Regarding Urban Camping**

   Move City Council introduce and tentatively adopt Ordinance No. 5122, amending the code of the City of Chandler, Chapter 11 Curfew, Graffiti, Smoking and Miscellaneous Offenses, to add regulations regarding urban camping.

   Council Focus Area(s):

3. **Introduction and Tentative Adoption of Ordinance No. 5121, Amending the Code of the City of Chandler, Chapter 49 Transportation Commission to Add Regulations Regarding the Use of Transit Stops**

   Move Council introduce and tentatively adopt Ordinance No. 5121, amending the code of the City of Chandler, Chapter 49 Transportation Commission to add regulations regarding the use of transit stops.

   Council Focus Area(s):

4. **Resolution No. 5876, Approving the City of Chandler Title VI Implementation Plan for Transit Services 2024 Update**

   Move City Council pass and adopt Resolution No. 5876, approving the City of Chandler Title VI Implementation Plan for Transit Services 2024 Update.

   Council Focus Area(s):

5. **Resolution No. 5874 Authorizing the Execution of a License to use Salt River Project property, Located at the Consolidated Canal between Germann Road and Chandler Boulevard, to Conduct the Annual City of Chandler Family Bike Ride**

   Move City Council pass and adopt Resolution No. 5874 authorizing the execution of a license to use Salt River Project property, located at the Consolidated Canal between Germann Road and Chandler Boulevard, to conduct the annual City of Chandler Family Bike Ride.

   Council Focus Area(s):

6. **Resolution No. 5875, Authorizing a Grant Application for, and Acceptance of Grant Funds from, the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program in the Amount of $90,000**

   Move City Council pass and adopt Resolution No. 5875, authorizing a grant application for and acceptance of grant funds from the Section 5310 federal grant program in the amount of $90,000.

   Council Focus Area(s):

Community Services

7. **Purchase of Landscape Sprinkler and Irrigation Supplies**

Move City Council approve the purchase of landscape sprinkler and irrigation supplies, from Ewing Irrigation Products, Inc.; Horizon Distributors, Inc.; and Sprinkler World of Arizona, Inc.; utilizing the City of Scottsdale Contract No. 22PB016, and with Ewing Irrigation Products, Inc.; and Horizon Distributors, Inc.; utilizing the City of Mesa Contract No. 2025088, in a combined amount not to exceed $350,000.

Council Focus Area(s):

8. **Professional Services Agreement No. PR2401.202, with J2 Engineering & Environmental Design, LLC, for the Mesquite Groves Park Design Services**

Move City Council Award Professional Services Agreement No. PR2401.202 to J2 Engineering & Environmental Design, LLC, for the Mesquite Groves Park Design Services, in an amount not to exceed $4,731,605.

Council Focus Area(s):

Cultural Development

9. **Resolution No. 5880 Authorizing Modification of the Assessment Diagram; Making a Statement and Estimate of Expenses for the Downtown Chandler Enhanced Municipal Services District; Completing the Assessment; Setting the Date for the Hearing on the Assessment; and Ordering the Giving of Notice of Such Hearing**

Move City Council pass and adopt Resolution No. 5880 authorizing modification of the assessment diagram for the Downtown Chandler Enhanced Municipal Services District; making a statement and estimate of expenses for the district; completing the assessment; setting the date for the hearing on the assessment; and ordering the giving of notice of such hearing.

Council Focus Area(s):

10. **Construction Manager at Risk (CMAR) Pre-Construction Services Agreement No. CA2402.251 with Willmeng Construction, Inc., for the Dr. A.J. Chandler Park Renovation Phase 1**

Move City Council award CMAR Pre-Construction Services Agreement No. CA2402.251 to Willmeng Construction, Inc., for the Dr. A.J. Chandler Park Renovation Phase 1, in an amount not to exceed $175,583.

Council Focus Area(s):

11. **Resolution No. 5884, Adopting a First Amendment to the Development Agreement between One Chandler Owner, LLC, and the City of Chandler, Approving an Extension to the Agreement Term and an Extension for the Deadline to Commence Construction at the Property Generally Located at the Northeast Corner of Buffalo Street and Arizona Avenue**

Move City Council pass and adopt Resolution No. 5884 adopting a first amendment to the Development Agreement between One Chandler Owner, LLC, and the City of Chandler, approving an extension to the agreement term and an extension for the deadline to commence construction at the property generally located at the northeast corner of Buffalo Street and Arizona Avenue.

Council Focus Area(s):

Development Services

12. **Resolution No. 5883, and Introduction of Ordinance No. 5120, Area Plan Amendment, Rezoning and Preliminary Development Plan, PLH24-0032/PLH24-0041 Nirvana at Ellis, generally located south of the southeast corner of Frye Road and Ellis Street**

Area Plan
Move City Council approve Resolution No. 5883 San Tan Area Plan Amendment, PLH24-0032, as recommended by Planning and Zoning Commission.

Rezoning
Move City Council introduce and tentatively adopt Ordinance No. 5120 approving PLH24-0041 Nirvana at Ellis, Rezoning from Planned Area Development (PAD) for Commercial Office to PAD for Multi-Family Residential, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH24-0041 Nirvana at Ellis for site layout and building architecture, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s):

13. **Resolution No. 5878, Authorizing a Wireless License Agreement between the City of Chandler and SBA 2012 TC Assets, LLC, for an Existing Macro Cell Site Located at Snedigar Park**

Move City Council pass and adopt Resolution No. 5878, authorizing the Mayor to execute the license agreement between the City of Chandler and SBA 2012 TC Assets, LLC, for the existing Orbital macro cell site, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

Council Focus Area(s):

14. **Resolution No. 5879, Authorizing a Wireless License Agreement between the City of Chandler and T-Mobile West, LLC, for a Proposed Macro Cell Site at Pima Park**

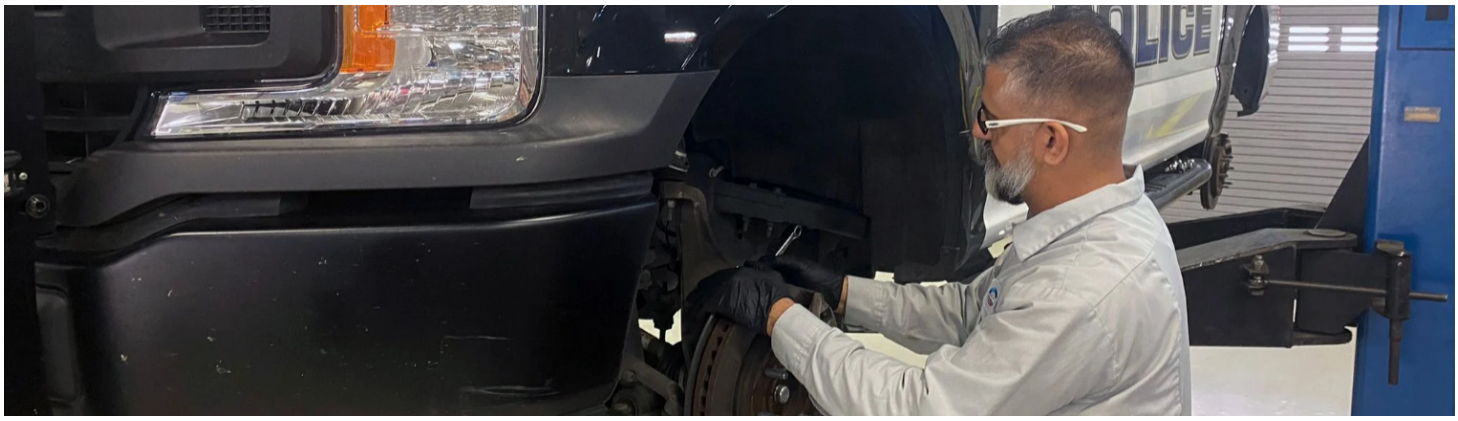
Move City Council pass and adopt Resolution No. 5879, authorizing the Mayor to execute the license agreement between the City of Chandler and T-Mobile West, LLC, for the proposed macro cell site located at Pima Park, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

Council Focus Area(s):

15. **Purchase of Cisco Network Hardware**

Move City Council approve the purchase of fiber network hardware, from Sentinel Technologies, utilizing the 1GPA Contract No. 22-02PV-18, for fiber optic facilities at Desert Breeze Substation and Brooks Crossing Park, in an amount not to exceed $280,658.26.

Council Focus Area(s):



Facilities and Fleet

16. **Agreement No. BF3-936-4600, Amendment No. 1, for Fire Protection Services**

Move City Council approve Agreement No. BF3-936-4600, Amendment No. 1, with CFP Backflow Services, Inc., for fire protection services, in a total amount not to exceed $928,600, for the period of one year, beginning February 8, 2025, through February 7, 2026.

Council Focus Area(s):

17. **Agreement No. FD5-060-4882, OEM Auto Parts and Service**

Move City Council approve Agreement No. FD5-060-4882, with Earnhardt Chrysler Dodge Jeep Ram, Earnhardt Chandler Cadillac, Earnhardt Chevrolet, Earnhardt Ford, Earnhardt Queen Creek Chrysler Dodge Jeep Ram, and San Tan Ford, for OEM auto parts and service, for a period of one year, April 1, 2025, through March 31, 2026, in a combined total amount not to exceed $350,000.

Council Focus Area(s):

Fire Department

18. **Agreement No. FD3-200-4486, Amendment No. 3, with 03530 Uniforms, LLC, dba Ace Uniforms of Phoenix, for Fire Uniforms**

    Move City Council approve Agreement No. FD3-200-4486, Amendment No. 3, with 03530 Uniforms, LLC, dba Ace Uniforms of Phoenix, for fire uniforms, increasing the spending limit in the amount of $125,000.

    Council Focus Area(s):

19. **Agreement No. FD4-345-4690, Amendment No. 2, for Fire Emergency Medical Supplies**

    Move City council approve Agreement No. FD4-345-4690, Amendment No. 2, with Bound Tree Medical, LLC, for fire emergency medical supplies, in an amount not to exceed $200,000, for a one-year period, April 1, 2025, through March 31, 2026.

    Council Focus Area(s):

Human Resources

20. **Agreement No. HR9-962-4689, Amendment No. 1, with Marathon Staffing, for Temporary Staffing Services**

Move City Council approve Agreement No. HR9-962-4689, Amendment No. 1, with Marathon Staffing, for temporary staffing services, in an amount not to exceed $1,102,945, for a one-year term, April 1, 2025, through March 31, 2026.

Council Focus Area(s):

Information Technology

21. **Purchase of Enterprise Asset Management (EAM) System Annual Support and Maintenance**

Move City Council approve the purchase of enterprise asset management (EAM) system annual support and maintenance, from CentralSquare Technologies, LLC, in an amount not to exceed $117,800, for the period of one year, beginning July 1, 2025, through June 30, 2026.

Council Focus Area(s):

22. **Purchase of Proofpoint Network Security Software**

Move City Council approve the purchase of Proofpoint network security software, from SHI International, Inc., utilizing the Omnia Partners Contract No. 2018011-02, in an amount not to exceed $268,238, for the period of one year, April 11, 2025, through April 10, 2026.

Council Focus Area(s):

23. **Agreement No. IT2-918-4438, Amendment No. 4, with CE Wilson Consulting, for Professional and Project Consulting Services**

Move City Council approve Agreement No. IT2-918-4438, Amendment No. 4, with CE Wilson Consulting, for professional and project consulting services, for a period of one year, January 1, 2025, through December 31, 2025, in an amount not to exceed $400,000.

Council Focus Area(s):

Management Services

24. **Resolution No. 5877 Pension Funding Policy Updates**

Move Council pass and adopt Resolution No. 5877, adopting the updated Pension Funding Policy accepting the City's share of assets and liabilities under the Public Safety Personnel Retirement System Actuarial Valuation Report.

25. **New License Series 12, Restaurant Liquor License Application for Parish G. Patel, Agent, Moraya Ray, LLC, DBA Tikka Shack**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 328638, a Series 12, Restaurant Liquor License, for Parish G. Patel, Agent, Moraya Ray, LLC, DBA Tikka Shack, located at 2855 W. Ray Road, Suite 1, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 309041.

Council Focus Area(s):

26. **License Series 12, Restaurant Liquor License Application for Theresa June Morse, Agent, Miel De Agave Chandler, LLC, DBA Miel De Agave**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 330756, a Series 12, Restaurant Liquor License, for Theresa June Morse, Agent, Miel De Agave Chandler, LLC, DBA Miel De Agave, located at 325 S. Arizona Avenue, Suite 1, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 309045.

Council Focus Area(s):

27. **Series 12, Restaurant Liquor License application for Richard Joseph Valenti, Agent for Portillos Hot Dogs, LLC, DBA Portillos Hot Dogs (APPLICANT REQUESTS WITHDRAWAL)**

Move to accept withdrawal of the application for a Series 12, Restaurant Liquor License for Richard Joseph Valenti, Agent, Portillos Hot Dogs, LLC, DBA Portillos Hot Dogs, located at 7200 W. Ray Road.

Council Focus Area(s):

Police Department

28. **Resolution No. 5885, Pertaining to the Submission of Projects for Consideration in Arizona's 2026 Highway Safety Plan**

Move City Council pass and adopt Resolution No. 5885, authorizing the Chandler Police Department to submit projects for consideration in Arizona's 2026 Highway Safety Plan; and authorizing the Chief of Police to conduct all negotiations and to execute and submit all documents necessary with such grant.

Council Focus Area(s):

29. **Resolution No. 5892 Accepting a Grant Agreement with the Arizona Department of Administration; Approving the Purchase of 9-1-1 Call Handling Equipment from AT&T Corp.; and Authorizing an Appropriation Transfer from the General Fund Contingency Account to the Police Department Grant Fund**

Move City Council pass and adopt Resolution No. 5892 approving a grant agreement with the Arizona Department of Administration (ADOA) to reimburse the City for the purchase 9-1-1 call handling equipment and services, and approve the purchase of 9-1-1 call handling equipment, utilizing the State of Arizona Contract No. CTR055782, with AT&T Corp., in an amount not to exceed $1,545,367 for Fiscal Years 2024-25 through FY 2029-30, and authorize an appropriation transfer of $633,582 from the General Fund, Non-Departmental, Contingency Account to the Grant Fund, Police Communications Cost Center, Other Expense Account, 9-1-1 Grant Program.

Council Focus Area(s):

30. **Purchase of Milestone Video Management System (VMS)**

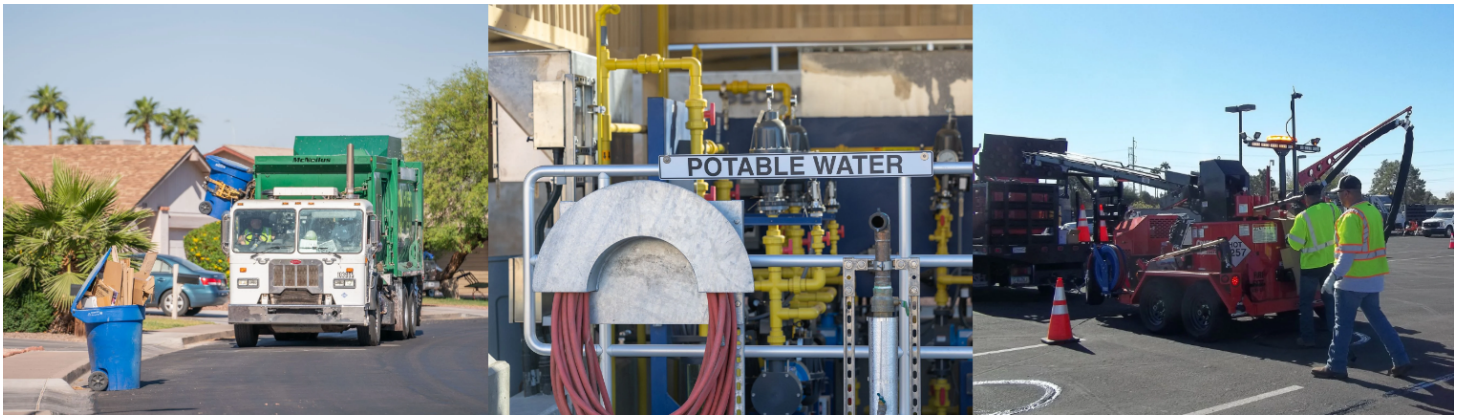
Move City Council approve the purchase and implementation of the milestone video management system (VMS), utilizing the State of Arizona Contract No. CTR056385, with Premise One, LLC, in an amount not to exceed $305,494.

Council Focus Area(s):

31. **Purchase of Exterior Security Camera Replacements**

Move City Council approve the purchase of exterior security camera replacements, from APL Access and Security, Inc., utilizing the State of Arizona Contract No. CTR056377, in an amount not to exceed $263,908.42.

Council Focus Area(s):



Public Works and Utilities

32. **Resolution No. 5836 Authorizing the Acquisition of Strips of Land Within Existing Alleyways, at Appraised Value, Plus Closing Costs and Escrow Fees to Complete the PM10-2024 Dust Control Project No. TO555**

Move City Council pass and adopt Resolution No. 5836 authorizing the acquisition of strips of land within existing alleyways, at appraised value, plus closing costs and escrow fees to complete the PM10-2024 Dust Control Project No. TO555; authorizing the city's real estate administrator to sign the purchase agreements, and any other documents necessary to facilitate these acquisitions; authorizing eminent domain proceedings as needed to acquire the real property and obtain immediate possession thereof; and, authorizing relocation assistance as may be required by law.

Council Focus Area(s):

33. **Professional Services Agreement No. WA2501.201, with Dick & Fritsche Design Group, Inc., for the Pecos Surface Water Treatment Plant Large Conference Room Design Services**

Move City Council award Professional Services Agreement No. WA2501.201, to Dick & Fritsche Design Group, Inc., for the Pecos Surface Water Treatment Plant Large Conference Room Design Services, in an amount not to exceed $120,375.

Council Focus Area(s):

34. **Agreement No. 4674, Amendment No. 2, with Hazen and Sawyer, P.C., for the Lead and Copper Rule Revisions Program Implementation Services**

Move City Council approve Agreement No. 4674, Amendment No. 2, with Hazen and Sawyer, P.C., for the Lead and Copper Rule Revisions Program implementation services, increasing the agreement amount by $157,865.

Council Focus Area(s):

35. **Agreement No. PW5-4640-4871, with D&B Construction Group, LLC; Hydra Contracting, LLC; Metering Services, Inc., for Small Water Meter Replacement and Field Verification Services**

Move City Council approve Agreement No. PW5-4640-4871, with D&B Construction Group, LLC; Hydra Contracting, LLC; Metering Services, Inc., for small water meter replacement and field verification services, in a combined amount not to exceed $2,500,000, for the term of March 28, 2025, through December 31, 2025, with the option of one additional one-year extension.

Council Focus Area(s):

36. **Purchase of Asphalt Products and Services**

Move City Council approve the purchase of asphalt products and services, from Sunland Asphalt & Construction, LLC, utilizing the 1GPA Agreement No. 22-15P-04, in an amount not to exceed $131,765.46.

Council Focus Area(s):

Public Hearing

37. **Public Hearing, Results of Biennial Impact Fee Audit**

1. Open Public Hearing
2. Staff Presentation
3. Council Discussion
4. Discussion from the Audience
5. Close Public Hearing

Council Focus Area(s):

Informational

38. **January 15, 2025, Planning and Zoning Commission Meeting Minutes**

39. **Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved**

40. **Contracts and Agreements Administratively Approved, Month of February 2025**

Adjourn

ITEM 1

CHANDLER arizona
Community of Innovation

City Council Memorandum **City Clerk's Office** **Memo No.**

Date:	March 24, 2025
To:	Vice Mayor and City Council
From:	Mayor Kevin Hartke
Subject:	Boards and Commissions Member Appointments

Proposed Motion:

Move City Council approve the Board and Commission appointments as recommended.

Airport Commission
Reappoint Robert Ehlbeck
Reappoint Christopher Hawley

Arts Commission
Appoint Asem Gonzalez
Appoint Martin Galindo

Board of Adjustment
Reappoint Iliamari Vasquez Houston
Appoint Thomas Smith
Appoint Nicholas Gonzales

Citizens' Panel for Review of Police Complaints and Use of Force
Reappoint Allen Leibowitz
Reappoint Jason Diefenbacher
Reappoint James Bogert
Reappoint Dawn Vukadinovich
Reappoint Flor Martinez
Reappoint Joshua Whitaker
Appoint Christopher Tiller

Cultural Foundation Board
Reappoint Ellie Watland
Reappoint Candy Yu
Reappoint Jennifer Sanchez
Reappoint LaTricia Woods
Appoint Eric Piepenbrink
Appoint Melissa Brown

Domestic Violence Commission
Reappoint LaTisha Codkind
Reappoint Chelsey Grieve
Reappoint Sharon Tipton
Reappoint Aleshia Fessel
Reappoint Dawn Curtis
Reappoint Megan Perez as alternate
Reappoint Gretchen Long as alternate

Economic Development Advisory Board
Reappoint Jacob Knudsen

Housing and Human Services Commission
Reappoint Lisa Loring
Reappoint David Gonzalez
Reappoint Cecilia Hermosillo
Appoint Cathy Koluch

Human Relations Commission
Reappoint Jevan Bremby
Appoint Shaunna Risinger
Appoint Joacim Mattisson
Appoint Omar Rodriguez

Industrial Development Authority
Reappoint John Lok
Appoint Sunil Das
Appoint Anthony Yang

Library Board
Appoint Leanna DeKing

Mayor's Committee for People with Disabilities
Reappoint Erin Fortner

Reappoint Kim Foy
Reappoint Emily Raymond
Appoint Steven Briggs

Merit System Board
Reappoint Bill Crawford
Reappoint Juan Te Sharron Dailey as alternate
Appoint Karen Gillen as alternate

Neighborhood Advisory Committee
Reappoint Robin Jackson
Appoint Melinda Hamilton

Parks and Recreation Board
Reappoint James Montgomery
Reappoint Sue McInturf

Planning and Zoning Commission
Reappoint Michael Quinn

Public Housing Authority Commission
Reappoint Lisa Loring

Transportation Commission
Reappoint Dan Henderson
Appoint Timothy Johnson

CHANDLER arizona
Community of Innovation

City Council Memorandum **Government Relations & Transportation**
Policy Memo No. TP25-16

Date: March 24, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Ryan Peters, Strategic Initiatives Director
Leah Powell, Neighborhood Resources Director
Riann Balch, Community Development and Resources Senior Manager
From: Jason Crampton, Transportation Planning Manager
Subject: Ordinance No. 5122, Introduction and Tentative Adoption Amending the Code of the City of Chandler, Chapter 11 Curfew, Graffiti, Smoking and Miscellaneous Offenses, to Add Regulations Regarding Urban Camping

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Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5122, amending the code of the City of Chandler, Chapter 11 Curfew, Graffiti, Smoking and Miscellaneous Offenses, to add regulations regarding urban camping.

Background:

Homelessness continues to be a significant issue nationally and across Maricopa County. Between October 2023 and September 2024, over 31,000 unique individuals experienced homelessness in Maricopa County, with 19 new persons entering homelessness for every ten that were housed. In that same period, Chandler served over 900 unique individuals experiencing homelessness.

The city provides or supports a comprehensive array of services to prevent and end homelessness, including:

- **Eviction prevention:** Rent and utility assistance, landlord engagement, emergency assistance
- **Outreach and Engagement:** Homeless navigation services 7 days per week
- **Support Court:** Specialty court services to address underlying causes of homelessness
- **Emergency Shelter:** Congregate and non-congregate shelter for individuals

and families
- **Housing Rehabilitation:** Emergency repairs, accessibility modifications and exterior repairs for homeowners with low incomes
- **Public Housing:** 303 units of public housing
- **Affordable Housing:** 495 Housing Choice Vouchers, 20 VASH vouchers for Veterans, construction of 251 new affordable units

Despite all of these efforts, unsheltered homelessness can negatively impact the community. Temporary accommodations such as encampments may impede the use of public space or facilities. Similarly, trash, waste or personal belongings left behind in public spaces can hinder the intended use of the area or facility and create blight. Urban camping restrictions will provide an additional tool for both service providers and law enforcement to use to engage people in services and keep communities thriving.

Prior to 2024, Supreme Court rulings made urban camping prohibitions unlawful unless an adequate number of shelter beds were available in the community. These rulings led to Maricopa County cities not having or enforcing urban camping laws. However, the 2024 Supreme Court case of City of Grants Pass v. Johnson ruled that regulating camping on public property is constitutional, regardless of the number of shelter beds available. Furthermore, Proposition 312, approved by Arizona voters in November 2024, allows a property owner to seek reimbursement of city property taxes if they incur expenses resulting from a city's lack of enforcement of urban camping laws. As a result of these rulings, the cities of Phoenix, Mesa, Gilbert, Scottsdale, Glendale, Tempe, Peoria, Goodyear and Avondale added or began enforcing urban camping restrictions.

If approved, this ordinance will make camping on public property; in any city building, facility or parking lot; or within 500 feet of a school, park or childcare facility unlawful. The following activities are included in the definition of camping and will be prohibited:

- Using a tent, shelter, vehicle, trailer, camper, or other structure for sleeping
- Making preparations to sleep, including laying down bedding for the purpose of sleeping
- Storing personal belongings
- Making a fire, other than a fire made in a fire pit or barbecue pit provided by the city for such use
- Carrying on cooking activities, other than in a fire pit provided by the city for such use
- Digging, earth breaking or modifying landscaping

An individual that violates this new code would be guilty of a class 1

misdemeanor. Criminal citations will occur only after a warning within the previous year. Individuals may be provided social services in lieu of criminal citation at the election of the citing officer.

Discussion:

This ordinance would provide another tool available to Chandler law enforcement, but the city would continue to take a services-first approach to individuals experiencing homelessness.

In addition to sharing the proposed ordinance with the Mayor and Council at a City Council Work Session on January 23, 2025, staff has shared the draft with and requested feedback from stakeholders such as the Chandler Chamber of Commerce, Downtown Chandler Community Partnership (DCCP), AZCEND and the Salvation Army Chandler Corps. During the public outreach period, staff was able to address questions and concerns from DCCP regarding shopping carts, public bathing, and camping associated with special events.
AZCEND commended the city for a well-written ordinance. No comments were received from the Chamber or the Salvation Army.

Attachments

Ordinance 5122

ORDINANCE NO. 5122

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE CODE OF THE CITY OF CHANDLER BY ADDING CHAPTER 11-19 – CAMPING; PROVIDING FOR PENALTIES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. Adding Chapter 11-19 – Camping to the Chandler City Code as follows:

CHAPTER 11-19 CAMPING

11-19.1 PURPOSE. IT IS THE INTENT OF THIS CHAPTER TO PROTECT AND IMPROVE THE PUBLIC HEALTH, PRESERVE THE PARKS AND OTHER PUBLIC PROPERTY FOR THE ENJOYMENT, SAFETY, COMFORT AND CONVENIENCE OF THE PUBLIC, AND MAINTAIN A HEALTHY AND NATURAL ENVIRONMENT. THE STREETS AND PUBLIC AREAS WITHIN THE CITY SHOULD BE READILY ACCESSIBLE AND AVAILABLE TO RESIDENTS AND THE PUBLIC AT LARGE. THE USE OF PUBLIC AREAS FOR CAMPING PURPOSES OR STORAGE OF PERSONAL PROPERTY INTERFERES WITH THE RIGHTS OF OTHERS TO USE PUBLIC AREAS FOR WHICH THEY WERE INTENDED. SUCH ACTIVITY CAN CONSTITUTE A PUBLIC HEALTH AND SAFETY HAZARD THAT ADVERSELY IMPACTS NEIGHBORHOODS AND COMMERCIAL AREAS. NOTHING IN THIS SECTION IS INTENDED TO INTERFERE WITH OTHERWISE LAWFUL AND ORDINARY USES OF PUBLIC OR PRIVATE PROPERTY.

11-19.2 DEFINITIONS. FOR PURPOSES OF THIS SECTION:

A. *CAMP* OR *CAMPING* MEANS USING PUBLIC PROPERTY FOR LIVING ACCOMMODATION PURPOSES ON A TEMPORARY OR PERMANENT BASIS, REGARDLESS OF THE INTENT OF THE PARTICIPANTS OR THE NATURE OF ANY OTHER ACTIVITIES IN WHICH THEY MAY ALSO BE ENGAGING, WHEN UNDER THE CIRCUMSTANCES IT REASONABLY APPEARS THAT THE PARTICIPANTS ARE USING THE AREA FOR LIVING ACCOMMODATION PURPOSES.

B. *CHILDCARE FACILITY* HAS THE MEANING PROVIDED IN A.R.S. § 36-881(3).

C. *LIVING ACCOMMODATION PURPOSES* MEANS TO USE PUBLIC PROPERTY AS A TEMPORARY OR PERMANENT PLACE OF LODGING OR RESIDENCE. LIVING ACCOMMODATION PURPOSES INCLUDES, BUT IS NOT LIMITED TO, ACTIVITIES SUCH AS:

1. USING A TENT, SHELTER, VEHICLE, TRAILER, CAMPER, OR OTHER STRUCTURE FOR SLEEPING;

2. MAKING PREPARATIONS TO SLEEP, INCLUDING LAYING DOWN BEDDING FOR THE PURPOSE OF SLEEPING;

3. STORING PERSONAL BELONGINGS;

4. MAKING ANY FIRE, OTHER THAN A FIRE MADE IN A FIRE PIT OR BARBECUE PIT PROVIDED BY THE CITY FOR SUCH USE;

5. CARRYING ON COOKING ACTIVITIES, OTHER THAN IN A FIRE PIT OR BARBECUE PIT PROVIDED BY THE CITY FOR SUCH USE;

6. DOING ANY DIGGING, EARTH BREAKING, OR OTHER MODIFICATION OF LANDSCAPING.

D. *PUBLIC PROPERTY* MEANS ANY PROPERTY AND APPURTENANCES THEREON WHICH IS OWNED, LEASED, OR CONTROLLED BY THE CITY OF CHANDLER INCLUDING, BUT IS NOT LIMITED TO: PARKS, PLAYGROUNDS, SPLASH PADS, RESTROOMS, STREETS, SIDEWALKS, RIGHTS-OF-WAY, HIGHWAYS, ALLEYS, BIKE PATHS, TRANSIT STOPS OR TRANSIT STATIONS, PRESERVES, OPEN SPACES, MOUNTAIN PARKS, WASHES, LAND WHETHER IMPROVED OR UNIMPROVED, ATTRACTIONS, PUBLIC PLAZAS, MONUMENTS, STRUCTURES, FACILITIES, OR PARKING LOTS.

E. *SCHOOL* MEANS ANY PUBLIC SCHOOL, CHARTER SCHOOL OPERATING UNDER A VALID CONTRACT ISSUED BY THE STATE OR A STATE-SPONSORED ORGANIZATION, OR PRIVATE SCHOOL WHERE CHILDREN ATTEND CLASSES IN KINDERGARTEN PROGRAMS OR GRADES ONE THROUGH 12.

F. *SHELTER* MEANS A FACILITY, THE PRIMARY PURPOSE OF WHICH IS TO PROVIDE FREE OR LOW-COST TEMPORARY OR TRANSITIONAL LIVING ACCOMMODATIONS OR CAMPING TO HOMELESS PERSONS.

11-19.3 OFFENSES

A. IT IS UNLAWFUL TO CAMP IN OR ON ANY PUBLIC PROPERTY WITHIN THE CITY OF CHANDLER UNLESS EXPRESSLY DESIGNATED AS A PERMITTED CAMP SITE OR OTHERWISE EXPRESSLY PERMITTED BY THE CITY.

B. IT IS UNLAWFUL TO CAMP IN OR ON ANY BUILDING, FACILITY, PARKING LOT OR STRUCTURE, THAT IS OWNED, POSSESSED OR CONTROLLED BY THE CITY OF CHANDLER.

C. IT IS UNLAWFUL TO CAMP WITHIN 500 FEET OF ANY PROPERTY BOUNDARY OF A SCHOOL, CHILDCARE FACILITY, SHELTER, OR CITY PARK.

11-19.4 EXCLUSIONS. THIS CHAPTER DOES NOT APPLY TO:

A. ACTIVITIES APPROVED BY THE CITY THAT RECEIVE A SPECIAL EVENT LICENSE, SPECIAL USE PERMIT, LEASE, LICENSE, OR OTHER PERMIT OR PERMISSION.

B. PHYSICAL EMERGENCIES OR THE ADMINISTRATION OF MEDICAL ASSISTANCE.

C. TEMPORARY STRUCTURES OR CAMPS SET UP BY A GOVERNMENT AGENCY OR RELIEF WORKERS DURING A DISASTER OR EMERGENCY SITUATION.

11-19.4.1 PENALTY.

A. A VIOLATION OF THIS CHAPTER IS A CLASS 1 MISDEMEANOR AND PUNISHABLE IN ACCORDANCE WITH CHAPTER 1-8.

B. NO PERSON SHALL BE ISSUED A CITATION FOR A VIOLATION OF THIS SECTION UNLESS THE PERSON HAS PREVIOUSLY RECEIVED A WARNING FROM THE CITY OF CHANDLER WITHIN THE PREVIOUS 12 CALENDAR MONTHS OR THE PROPERTY ON WHICH A VIOLATION OCCURS HAS BEEN CONSPICUOUSLY POSTED WITH A WARNING OF THE PROVISIONS OF THIS SECTION.

C. AN INDIVIDUAL FOR WHOM PROBABLE CAUSE EXISTS TO BE CHARGED WITH A VIOLATION OF THIS CHAPTER, IN LIEU OF BEING ISSUED A CRIMINAL CITATION MAY, AT THE ELECTION OF THE CITING POLICE OFFICER AND WITH THE CONSENT OF THE INDIVIDUAL, BE

TAKEN TO A FACILITY PROVIDING SOCIAL SERVICES RELATED TO MENTAL HEALTH, HOUSING, AND/OR SUBSTANCE ABUSE TREATMENT.

D. IN ADDITION TO OR IN LIEU OF ANY SENTENCE IMPOSED FOR A VIOLATION OF THIS SECTION, THE COURT MAY SENTENCE A PERSON TO PERFORM COMMUNITY RESTITUTION OR ORDER A TERM OF EDUCATION OR TREATMENT CONSISTENT WITH A.R.S. § 13-717.

Section 2. Providing for Repeal of Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance, or any parts hereof, are hereby repealed.

Section 3. Providing for Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 4. Providing an Effective Date. That this amendment to Chandler City Code is effective July 1, 2025.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5122 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY
DMG

Published in the Arizona Republic on:

City Council Memorandum **Government Relations & Transportation**
Policy Memo No. TP25-15

Date: March 24, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Ryan Peters, Strategic Initiatives Director
From: Jason Crampton, Transportation Planning Manager
Subject: Introduction of Ordinance No. 5121, Amending the Code of the City of Chandler, Chapter 49 Transportation Commission to Add Regulations Regarding the Use of Transit Stops

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Proposed Motion:

Move Council introduce and tentatively adopt Ordinance No. 5121, amending the code of the City of Chandler, Chapter 49 Transportation Commission to add regulations regarding the use of transit stops.

Background:

Chandler has 382 bus stops, a park and ride, and a transit center that support approximately 600,000 passenger boardings each year. Most bus stops have amenities such as benches and shade structures for passengers to use while awaiting the next bus. In addition to passengers using bus stops for their intended purpose, people also use Chandler bus stops for other purposes, and often for longer amounts of time compared to the typical bus passenger.

The presence of non-bus passengers has created challenges for the city and its bus passengers. The city's transit stop maintenance contractor experiences daily challenges in performing its cleaning duties at bus stops due to individuals and their personal belongings, preventing access to certain bus stops. Additionally, approximately three bus shelters per week require extensive clean-up and/or repairs as a result of the shelters being used overnight for non-transit uses. Furthermore, bus passengers often cannot or do not feel comfortable using seating at bus shelters when they are occupied by non-bus passengers and their personal belongings. Passengers frequently submit complaints to the city or to

Valley Metro regarding issues at bus stops, such as lack of cleanliness, strong odors, or an inability to use amenities due to the presence of somebody's personal belongings.

The proposed amendments to the City Code, Chapter 49 Transportation Commission, would prohibit the following activities at transit stops and transit stations (Chandler Park and Ride and Chandler Transit Center):

- Remaining at the facility for more than one hour
- Being at a transit facility when bus service is not in operation (typically 10 p.m. to 4:30 a.m.)
- Storing personal belongings at the facility (except bicycles properly stored while bus service is in operation)
- Parking vehicles overnight without a permit

An individual that violates this new code would be guilty of a class 1 misdemeanor, but before being cited, the individual would first be given notice of the transit regulations. Additionally, with the consent of the offending individual, law enforcement could have the individual taken to a social service facility instead of issuing a criminal citation.

If the ordinance is approved, police officers would have the authority to remove anybody in violation from the transit stop or facility. Personal property stored at transit facilities, including bicycles left at transit facilities overnight, could be confiscated by law enforcement, city officials or contractors. Any items confiscated would need to be held for at least 30 days to allow the owner of such property to reclaim the items that were left behind. Additionally, the city could tow vehicles parked overnight without permits. Having these tools available to city staff and law enforcement would significantly enhance the city's ability to keep transit facilities clean and make them available for bus passenger use.

Along with these new tools, the city would continue to pursue a services-first approach when addressing homelessness. Additionally, public education will occur before enforcing the new laws. This outreach effort would include posting signage at transit stops and stations detailing the new laws. If approved, July 1, 2025 is the effective date for enforcement.

In addition to sharing the proposed ordinance with Mayor and Council at a City Council Work Session on January 23, 2025, staff has shared the draft with and requested feedback from stakeholders such as the Chandler Chamber of Commerce, Downtown Chandler Community Partnership (DCCP), AZCEND, and the Salvation Army Chandler Corps. During this public outreach period, staff was able to address questions/concerns from DCCP regarding shopping carts, public

bathing, and camping associated with special events. AZCEND commended the city for a well-written ordinance. No comments were received from the Chamber or the Salvation Army.

Attachments

Ordinance 5121

ORDINANCE NO. 5121

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING CHAPTER 49 OF THE CODE OF THE CITY OF CHANDLER BY ADDING ARTICLE I – TRANSPORTATION COMMISSION AND ARTICLE II – TRANSIT RULES AND REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. That Chapter 49 of the Chandler City Code is hereby amended to read as follows (additions in ALL CAPS, deletions in ~~strikeout~~):

Chapter 49 – TRANSPORTATION ~~COMMISSION~~

ARTICLE I. TRANSPORTATION COMMISSION.

49-1. Establishment.

There is hereby established a transportation commission, consisting of seven (7) members appointed by the Mayor, subject to the approval of the City Council. These members shall be qualified electors of the City and a resident of the City for at least one (1) year immediately preceding the date of the member's appointment.

49-2. Terms of office.

Terms of office for members of the Transportation Commission shall be for three (3) years, except the first members of the Commission shall be appointed for the following terms: two (2) members shall serve for one (1) year; two (2) members shall serve for two (2) years; and three (3) members shall serve for three (3) years. Thereafter their successors shall serve a full term. All such terms shall expire on the first day of May in which such term is due to expire. A vacancy in office during the term shall be filled in the same manner as the original appointment, and the newly appointed member shall serve out the remaining term of the member whose vacancy is being filled.

49-3. Officers and bylaws.

The Transportation Commission shall elect a chairperson and vice chairperson from among their members at the first meeting following May of each year. The Transportation Policy Manager or his/her duly authorized representative shall act as secretary of the Commission but shall not be allowed to vote. No officer elected by the Commission shall serve in the same capacity for more than two (2) consecutive one (1) year terms. The Commission may adopt bylaws which may,

among other things, set forth the time and place of meetings and the operating procedures of the Commission. All bylaws and any amendments thereto shall be subject to City Council review and approval.

49-4. Reserved.

Ord. No. 4983, § 1, adopted Jan. 13, 2022, renumbered the former § 49-4 as § 2-32. Said section pertained to powers and duties generally. The historical notation has been retained with the amended provisions for reference purposes.

49-5. Grounds for removal or forfeiture of office.

The grounds for removal of members or forfeiture of office will be in accordance with section 2-6 of this Code.

ARTICLE II. TRANSIT REGULATIONS.

49-6. – DEFINITIONS.

IN THIS CHAPTER, THE FOLLOWING TERMS, PHRASES, AND THEIR DERIVATIONS SHALL HAVE THE MEANING GIVEN HEREIN:

PERSONAL TRANSPORTATION DEVICE. ANY COMPACT HUMAN-POWERED OR MOTORIZED DEVICE, OTHER THAN A BICYCLE, DESIGNED FOR TRANSPORTING AN INDIVIDUAL.
PROPERLY STOWED AND SECURED. FASTENED TO A BICYCLE RACK OR, IF NONE IS AVAILABLE, ANOTHER FIXED OBJECT, WITH A LOCKING DEVICE INTENDED FOR THAT PURPOSE.
TRANSIT STOP. A LOCATION WITHIN THE CITY OF CHANDLER DESIGNATED FOR THE BOARDING AND DISEMBARKING OF PASSENGERS ON ANY FORM OF PUBLIC TRANSPORTATION, INCLUDING ADJACENT RIGHTS-OF-WAY, SEATING AREAS, AND ANY PARKING AREA PROVIDED.
TRANSIT STATION. A LOCATION WITHIN THE CITY OF CHANDLER PROVIDING AMENITIES FOR USERS OF PUBLIC TRANSPORTATION SUCH AS WAITING AREAS, SHADE AND LANDSCAPING, RESTROOMS, FARE VENDING MACHINES, AND PARK-AND-RIDE OR OTHER PARKING FACILITIES.

49-7. – PROHIBITED CONDUCT.

NO PERSON SHALL:

A. REMAIN AT A TRANSIT STATION OR TRANSIT STOP FOR MORE THAN ONE HOUR IN AN EIGHT-HOUR PERIOD.

B. ENTER OR REMAIN ON ANY TRANSIT STATION OR TRANSIT STOP AT ANY HOURS DURING WHICH TRANSIT SERVICES ARE NOT IN OPERATION, EXCEPT THAT TRANSIT PATRONS' INCIDENTAL USE UP TO 30 MINUTES BEFORE OR AFTER THE HOURS OF OPERATION IS PERMITTED.
C. STORE ANY PERSONAL PROPERTY IN OR AT A TRANSIT STATION OR TRANSIT STOP EXCEPT A BICYCLE OR OTHER PERSONAL TRANSPORTATION DEVICE PROPERLY STOWED AND SECURED DURING THE TIME PERIOD DESCRIBED IN SECTION 49-7(B).
D. PARK ANY VEHICLE AT A TRANSIT STATION OR TRANSIT STOP PARKING LOT OVERNIGHT WITHOUT A PERMIT.

49-8. – ENFORCEMENT AND PENALTY.

A. POLICE OFFICERS AND SUCH OTHER CITY OFFICIALS OR CONTRACTORS AS THE CITY MANAGER SHALL DESIGNATE ARE AUTHORIZED TO ENFORCE THE PROVISIONS OF THIS CHAPTER.
B. POLICE OFFICERS SHALL HAVE AUTHORITY TO REMOVE PERSONS FROM ANY TRANSIT STOP OR TRANSIT STATION WHOM THEY OBSERVE TO BE ENGAGING IN CONDUCT PROHIBITED UNDER SECTION 49-7 OF THIS CHAPTER.
C. VEHICLES PARKED OVERNIGHT IN VIOLATION OF SECTION 49-7(D) MAY BE TOWED PURSUANT TO SECTION 12-4.3 OF CHAPTER 12 OF THIS CODE.
D. POLICE OFFICERS AND SUCH OTHER CITY OFFICIALS OR CONTRACTORS AS THE CITY MANAGER SHALL DESIGNATE SHALL HAVE AUTHORITY TO CONFISCATE PERSONAL PROPERTY STORED IN VIOLATION OF SECTION 49-7(C) OF THIS CHAPTER.
E. A VIOLATION OF THIS CHAPTER IS A CLASS 1 MISDEMEANOR AND PUNISHABLE IN ACCORDANCE WITH CHAPTER 1-8.
F. NO PERSON SHALL BE ISSUED A CITATION FOR A VIOLATION OF THIS SECTION UNLESS THE PERSON HAS PREVIOUSLY RECEIVED A WARNING FROM THE CITY OF CHANDLER WITHIN THE PREVIOUS 12 CALENDAR MONTHS OR THE PROPERTY ON WHICH A VIOLATION OCCURS HAS BEEN CONSPICUOUSLY POSTED WITH A WARNING OF THE PROVISIONS OF THIS SECTION.
G. AN INDIVIDUAL FOR WHOM PROBABLE CAUSE EXISTS TO BE CHARGED WITH A VIOLATION OF THIS CHAPTER, IN LIEU OF BEING ISSUED A CRIMINAL CITATION MAY, AT THE ELECTION OF THE CITING POLICE OFFICER AND WITH THE CONSENT OF THE INDIVIDUAL, BE TAKEN TO A FACILITY PROVIDING SOCIAL

SERVICES RELATED TO MENTAL HEALTH, HOUSING, AND/OR SUBSTANCE ABUSE TREATMENT.

H. IN ADDITION TO OR IN LIEU OF ANY SENTENCE IMPOSED FOR A VIOLATION OF THIS SECTION, THE COURT MAY SENTENCE A PERSON TO PERFORM COMMUNITY RESTITUTION OR ORDER A TERM OF EDUCATION OR TREATMENT CONSISTENT WITH A.R.S. § 13-717.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance, or any parts hereof, are hereby repealed.

Section 3. Providing for Severability.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5121 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Published in the Arizona Republic on:

City Council Memorandum **Government Relations & Transportation**
Policy Memo No. TP25-14

Date: March 24, 2025
To: Mayor and Council
Joshua H. Wright, City Manager
Thru: Ryan Peters, Strategic Initiatives Director
Jason Crampton, Transportation Planning Manager
From: Hezequias Rocha, Transportation Planning Program Coordinator
Subject: Resolution No. 5876, Approving the City of Chandler Title VI Implementation Plan for Transit Services 2024 Update

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5876, approving the City of Chandler Title VI Implementation Plan for Transit Services 2024 Update.

Background/Discussion

Title VI is a Federal statute and states “no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” This statement applies to the City of Chandler’s transit program. This plan update is required to assure full compliance with Title VI. The last update was made was in 2021. The key updates to the 2024 plan include:

- Chandler Flex service was added to the Title VI Plan.
- Title VI complaint forms were updated.
- The Public Participation plan was updated to reflect 2022 through 2024 service changes and outreach for current plans.
- The Limited English Proficiency Plan was updated to reflect new census data.
- The section on the non-elected committee membership table was updated to reflect new census data and changes to Transportation Commission membership.
- The Service and Fare Change section was updated to reflect changes that have been made to the bus routes and fare system since the last Title VI plan

update in 2021, including Valley Metro’s new fare system.

Transportation Commission
On January 15, 2025, the Transportation Commission recommended approval of Title VI Implementation Plan – 2024 Update, with a vote of 7-0.

Attachments

Resolution 5876

Title VI Plan - Flex Update

RESOLUTION NO. 5876

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE CITY OF CHANDLER TITLE VI IMPLEMENTATION PLAN FOR TRANSIT SERVICES 2024 UPDATE.

WHEREAS, Title VI, 42 U.S.C. § 2000d *et seq.* is a federal statute which states that, "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance;" and

WHEREAS, The City of Phoenix is the region's designated recipient of Federal Transit Administration (FTA) funding, and the City of Chandler is a subrecipient; and

WHEREAS, as a recipient of FTA funding, the City of Chandler is required to update its Title VI Implementation Plan for Transit Services every three years; and

WHEREAS, the City's Title VI Implementation Plan was last updated in 2021; and

WHEREAS, FTA requires Title VI plan updates to be approved by the recipient's governing body; and

WHEREAS, new Title VI plan updates have been incorporated into the City's Title VI Implementation Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Approving the City of Chandler Title VI Implementation Plan for Transit Services, with Title VI plan updates for 2024, as set forth in Exhibit A to this Resolution, .

PASSED AND ADOPTED by the Council of the City of Chandler, Arizona, this _____ day of March 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the foregoing Resolution No. 5876 was duly passed and adopted by the Council of the City of Chandler, Arizona, at a regular meeting held on the ___ day of March, 2025 and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CHANDLER arizona
Community of Innovation

Title VI Implementation Plan for Transit Services

March 27, 2025 – March 26, 2028

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Title VI Policy Statement

The City of Chandler policy assures full compliance with Title VI of the Civil Rights act of 1964, the Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI states that "no person shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination" under any City of Chandler sponsored program or activity. There is no distinction between the sources of funding.

The City of Chandler also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. Furthermore, the City of Chandler will take reasonable steps to provide meaningful access to services for persons with limited English proficiency.

When the City of Chandler distributes Federal-aid funds to another entity/person, the City of Chandler will ensure all subrecipients fully comply with City of Chandler Title VI Nondiscrimination Program requirements. The City Manager has delegated the authority to Jason Crampton, Title VI Program Coordinator, to oversee and implement FTA Title VI requirements.

_____

Joshua Wright, City Manager

Title VI Notice to the Public

Notifying the Public of Rights Under Title VI
City of Chandler - Bus & Accessible Transit

The City of Chandler operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Chandler.

For more information on the City of Chandler's civil rights program, and the procedures to file a complaint, contact Hezequias Rocha at 480-782-3440, (people with hearing impairments can use Arizona Relay by dialing 7-1-1); email transit@chandleraz.gov; or visit our administrative office at 175 S. Arizona Ave. For more information, visit chandleraz.gov/transit

A complainant may file a complaint directly with the City of Phoenix Public Transit Department or the Federal Transit Administration (FTA) by filing a complaint directly with the corresponding offices of Civil Rights: City of Phoenix Public Transit Department: ATTN: Title VI Coordinator, 302 N. 1st Ave., Suite 900, Phoenix AZ 85003, FTA: ATTN: Title VI Program Coordinator, East Building, 5th Floor-TCR 1200 New Jersey Ave., SE Washington DC 20590.

If information is needed in another language, contact 480-782-3300. Para información en Español, llame: Hezequias Rocha, 480-782-3440.

The above notice has been posted in the following locations: Chandler City Hall, 175 S. Arizona Ave.; Chandler Park and Ride, 2100 S. Hamilton St.; Chandler Transit Center, 3334 W. Frye Road.; and any FTA funded transit vehicles.

This notice is posted online at www.chandleraz.gov/transit

Notifying the Public of Rights Under Title VI
City of Chandler - Chandler Flex

The City of Chandler operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Chandler.

For more information on the City of Chandler's civil rights program, and the procedures to file a complaint, contact Hezequias Rocha at 480-782-3440, (people with hearing impairments can use Arizona Relay by dialing 7-1-1); email transit@chandleraz.gov; or visit our administrative office at 175 S. Arizona Ave. For more information, visit chandleraz.gov/transit

A complainant may file a complaint directly with the City of Chandler Transportation Policy Division or the Federal Transit Administration (FTA) by filing a complaint directly with the corresponding offices: City of Chandler Transportation Policy: ATTN: Transportation Policy Manager, 175 S. Arizona Ave, AZ 85225, FTA: ATTN: Title VI Program Coordinator, East Building, 5th Floor-TCR 1200 New Jersey Ave., SE Washington DC 20590.

If information is needed in another language, contact 480-782-3300. Para información en Español, llame: Hezequias Rocha, 480-782-3440.

The above notice has been posted in all the Chandler Flex vehicles, and Chandler Transit Center, 3334 W. Frye Road.

This notice is posted online at www.chandleraz.gov/transit

Title VI Notice to the Public - Spanish

La notificación al Público Sobre los Derechos Bajo el Título VI
City of Chandler – Autobús y Transporte Accesible

La Ciudad de Chandler *(y sus subcontratistas, si cualquiera)* asegura cumplir con el Título VI de la Ley de los Derechos Civiles de 1964. El nivel y la calidad de servicios de transporte serán provistos sin consideración a su raza, color, o país de origen.

Para obtener más información sobre el programa de derechos civiles, y los procedimientos para presentar una queja de la Ciudad de Chandler, contacte Hezequias Rocha, 480-782-3440, (las personas con discapacidades auditivas puedan marcar 7-1-1); envíe un correo electrónico a transit@chandleraz.gov, o visite nuestra oficina administrativa en 175 S. Arizona Ave. Para obtener más información, visite chandleraz.gov/transit

El puede presentar una queja directamente con City of Phoenix Public Transit Department o Federal Transit Administration (FTA) mediante la presentación de una queja directamente con las oficinas correspondientes de Civil Rights: City of Phoenix Public Transit Department: ATTN Title VI Coordinator 302 N. 1st Ave., Suite 900, Phoenix AZ 85003 FTA: ATTN Title VI Program Coordinator, East Building, 5th Floor –TCR 1200 New Jersey Ave., SE Washington DC 20590

La notificación anterior ha sido publicada en los siguientes lugares: Alcaldía de Chandler, 175 S. Arizona Ave.; Chandler Park and Ride, 2100 S. Hamilton St.; Centro de Tránsito de Chandler, 3334 W. Frye Road.; y cualquier vehículo de transporte público financiado por el FTA.

Esta notificación está publicada online en www.chandleraz.gov/transit

La notificación al Público Sobre los Derechos Bajo el Título VI
City of Chandler – Chandler Flex

La Ciudad de Chandler *(y sus subcontratistas, si cualquiera)* asegura cumplir con el Título VI de la Ley de los Derechos Civiles de 1964. El nivel y la calidad de servicios de transporte serán provistos sin consideración a su raza, color, o país de origen.

Para obtener más información sobre el programa de derechos civiles, y los procedimientos para presentar una queja de la Ciudad de Chandler, contacte Hezequias Rocha, 480-782-3440, (las personas con discapacidades auditivas puedan marcar 7-1-1); envíe un correo electrónico a transit@chandleraz.gov, o visite nuestra oficina administrativa en 175 S. Arizona Ave. Para obtener más información, visite chandleraz.gov/transit

El puede presentar una queja directamente con City of Chandler Transportation Policy Division o Federal Transit Administration (FTA) mediante la presentación de una queja directamente con las oficinas correspondientes de Civil Rights: City of Chandler Transportation Policy: ATTN Transportation Policy Manager, 175 S. Arizona Ave, AZ 85225 FTA: ATTN Title VI Program Coordinator, East Building, 5th Floor –TCR 1200 New Jersey Ave., SE Washington DC 20590

La notificación anterior ha sido publicada en los vehículos de Chandler Flex y Centro de Tránsito de Chandler, 3334 W. Frye Road.

Esta notificación está publicada online en www.chandleraz.gov/transit

Title VI Complaint Procedures

The City of Chandler contracts with Valley Metro to provide all fixed-route (bus) and accessible (Paratransit and Dial-a-Ride) transit services in Chandler and with Via Transportation for the Chandler Flex (microtransit) service. The city relies on Valley Metro customer service to process and investigate Title VI complaints for the bus and accessible transit services.

Title VI Complaint Procedures

Any person who believes that he or she has been excluded from participation in, been denied the benefits of, or otherwise subjected to unlawful discrimination under any Valley Metro, City of Phoenix, or City of Chandler service, program, or activity, and believes the discrimination is based upon race, color, or national origin, may file a formal complaint. Complaints can be filed with Valley Metro Customer Service or directly with the City of Phoenix, for the bus and accessible transit services, or with the City of Chandler Transportation Policy Division for the Chandler Flex service. This antidiscrimination protection also extends to the activities and programs of Valley Metro's, City of Phoenix's, and City of Chandler's third-party Transit Service Provider (TSP) contractors. Valley Metro and the City of Phoenix use the Customer Assistance System (CAS) to capture all complaints received for the bus and accessible transit services. The City of Chandler captures all complaints via the transit@chandleraz.gov email and Chandler Flex customer service. Any such complaint must be filed within 180 days of the alleged discriminatory act (or latest occurrence).

How to Submit a Complaint – BUS & ACCESSIBLE TRANSIT

To submit a complaint online, visit the Valley Metro Title VI Complaint website.
Complaints can also be submitted in writing using the Title VI complaint forms, or by calling Customer Service at (602) 253-5000, TTY: (602) 251-2039. Completed and signed forms should be mailed to:

Regional Public Transportation Authority
4600 East Washington Street, Suite 101
Phoenix, AZ 85034
Email: csr@valleymetro.org
Phone: (602) 253-5000 TTY: (602) 251-2039

The compliant form is located on Valley Metro's Civil Rights website.

To file a complaint directly with the City of Phoenix:

Attention: Title VI Coordinator
City of Phoenix Public Transit Department 302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Email: PHXTransitEO@phoenix.gov
Phones: (602) 262-7242
Individuals may also file complaints directly with the Federal Transit Administration (FTA) within the 180-day timeframe:

Federal Transit Administration (FTA)
Attention: Title VI Coordinator
East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, D.C. 20590

How to Submit a Complaint - CHANDLER FLEX
Complaints can be submitted in writing using the Title VI complaint forms found on the City of Chandler Title VI website, or by calling the Chandler Transportation Policy Division at (480)782-3440. Completed and signed forms should be emailed or mailed to:

Chandler Transportation Policy Division
175 S Arizona Avenue, Mail Stop 412
Chandler, AZ 85225
Email: transit@chandleraz.gov
Phone: (480)782-3440

Complaints can also be submitted by calling the Chandler Flex customer service at (602)932-0291.

The compliant form is located on the City of Chandler Title VI website.

PROCEDURES FOR TRACKING AND INVESTIGATING TITLE VI COMPLAINTS

BUS & ACCESSIBLE TRANSIT

Complaints received by Valley Metro Customer Service representatives or by the City of Phoenix Title VI Coordinator will be documented and assigned to the appropriate Transit Service Provider (TSP) (operator or administrator of the service) responsible for investigation in accordance with federal standards (28 CFR Part 35 and FTA Circular 4702.1B). The TSP has 30 days to investigate each complaint. If more information is needed to resolve the case, the TSP may contact the complainant and request additional information. Complainants must provide additional information within 10 days of the request, or the complaint may be deemed undeterminable and will be administratively closed. Cases may also be administratively closed if a complainant informs Valley Metro or the City of Phoenix that they no longer wish to pursue the complaint. Requests to close a complaint can be requested by phone, email or in writing (see contact information above). Complaints may be administratively closed for non-responsiveness by the complainant.

Following the investigation, all complaints shall be concluded with a determination entered in the CAS system. The determination entry shall state the investigation determined the complaint was valid[1], invalid[2], or undeterminable[3]. If the investigation determines the alleged Title VI complaint violations of race, color or national origin discrimination are valid, a detailed corrective resolution to remedy the situation shall be provided to the complainant. If the investigation results determine there was no alleged Title VI discrimination based on race, color or national origin, the case will be closed. The complainant shall be notified of the investigation results in the manner identified (email or phone). A complainant can appeal the decision within 60 days of notification of the investigation results. Appeals must be submitted to Valley Metro or the City of Phoenix.

All Title VI complaints and investigations are reviewed by Valley Metro, the Customer Service Administrator (CSA), and City of Phoenix staff.

For more information on Valley Metro's Title VI Program and procedures by which to file a complaint, contact the Title VI Coordinator at (602) 322-4514.

For more information on the City of Phoenix's Civil Rights Program and the procedures by which to file a complaint, contact the Title VI Coordinator at (602) 262-7242.

Requesting Information

Note: To request information in alternative formats, please contact Customer Service at csr@valleymetro.org or phone: (602) 253-5000 or City of Phoenix (602) 262-7242, TTY: (602) 251-2039

[1] Valid: fact based, binding, acceptable, enforceable
[2] Invalid: null and void, unacceptable, unenforceable
[3] Undeterminable: incapable of being decided, settled, or fixed; not determinable

Tracking a Title VI Compliant

As complaints are received, they are logged into the CAS system. Within 24 to 48 hours of logging the complaint, Valley Metro CSA assigns the complaint to the appropriate TSP for investigation and documentation.

The TSP has 30 days to complete their investigation, including obtaining additional information needed from the complainant to investigate or to resolve the case. The investigator will follow the complaint process, and once the investigation is concluded, the case resolution will be documented in the CAS.

The CAS system is programmed to notify the CSA if a complaint has not been responded to within the required time frame. Upon system notification, the CSA will send out a reminder notice to the appropriate TSP that the case is not yet resolved or closed out.

Once the case has been resolved the complainant will receive a response in the manner identified.

Valley Metro and the City of Phoenix monitors the process monthly to ensure Title VI complaints are fully investigated, adequately documented, and that the complainant was responded to in the manner requested. Should an inaccuracy be found, Valley Metro and/or the City of Phoenix will work with CSA and the appropriate TSP to reopen the complaint for further investigation until resolution or completion.

Investigating a Title VI Complaint

Each documented Title VI investigative report must address each of the "Five Federal Investigative" steps found in 28 CFR, Part 35 and FTA Circular 4702.IA. The five steps are:

STEP ONE: The TSP will review the complaint information entered into CAS by Valley Metro Customer Service staff. Any new issues identified during the investigation should also be documented in CAS.

STEP TWO: Interviews and collections of facts.

- TSP identifies respondents to interview, if needed.
- TSP interviews respondents identified and documents details from the interviews in CAS.
- Investigate every "issue" (stated in the "statement of issues noted in step one).
- Separate facts from opinions. "Respondent" is not confined to the transit vehicle operator.

"Respondent" is defined as any source of information that can contribute to the investigation, such as:

- Complainant
- Operator
- Radio/Dispatch/OCC reports
- Maintenance staff

• City Transit staff
• Witnesses
• Other transit employees

The TSP identified, collects, and reviews other information and/or documents that provide facts for the investigation. Any applicable information is to be documented in CAS. Documents to review can include:
• GPS tracking software and programs
• Maintenance records
• Spotter reports
• Video (camera) and/or audio recordings
• Courtesy cards
• Incident reports (supervisor, transit police, fare/security inspectors)
• Route history
• Other documents deemed appropriate by the TSP

STEP THREE: TSP documents pertinent regulations, rules, policies, and procedures that apply to the investigation in CAS under the case number assigned.
Pertinent regulations, rules, policies, and procedures may include:
• Title VI requirements
• Company rules and procedures
• Valley Metro and City of Phoenix policies and service standards
• Contractual requirements

STEP FOUR: Complaint Determination.
• TSP compares each fact from "findings of fact" to the list of regulations, rules, etc.
• TSP makes a fact-based determination of alleged violation(s).

STEP FIVE: Description of resolution for each valid violation.
• TSP describes specific corrective actions for each violation found
• TSP documents follow-up action, if applicable
• TSP documents the complaint resolution in CAS

TSP Complaint Resolution(s):
• Must include specific complaint resolutions for each valid violation noted.
• Document a follow-up action plan, where applicable.
• If no valid violations are found, note policies, procedures, etc. reviewed during the investigation and with transit operator.
• Documented complaint information should always include staff initials, title, and dates.

Response to Customer
TSP will respond to the Customer in the manner identified and will document the response provided in CAS under the case number assigned.

PROCEDURES FOR TRACKING AND INVESTIGATING TITLE VI COMPLAINTS

CHANDLER FLEX

Complaints received by the City of Chandler Transportation Policy Division will be documented and assigned to the Service Provider (operator of the service) responsible for investigation in accordance with federal standards (28 CFR Part 35 and FTA Circular 4702.1B). The Service Provider has 30 days to investigate each complaint. If more information is needed to resolve the case, the Service Provider may contact the complainant and request additional information. Complainants must provide additional information within 10 days of the request, or the complaint may be deemed undeterminable and will be administratively closed. Cases may also be administratively closed if a complainant informs the City of Chandler that they no longer wish to pursue the complaint. Requests to close a complaint can be requested by phone, email or in writing (see contact information above). Complaints may be administratively closed for non-responsiveness by the complainant.

Following the investigation, all complaints shall be concluded with a determination entered in the City of Chandler Title VI Complaint Log. The determination entry shall state the investigation determined the complaint was valid, invalid, or undeterminable. If the investigation determines the alleged Title VI complaint violations of race, color or national origin discrimination are valid, a detailed corrective resolution to remedy the situation shall be provided to the complainant. If the investigation results determine there was no alleged Title VI discrimination based on race, color or national origin, the case will be closed. The complainant shall be notified of the investigation results in the manner identified (email or phone). A complainant can appeal the decision within 60 days of notification of the investigation results. Appeals must be submitted to the City of Chandler.

All Title VI complaints and investigations are reviewed by City of Chandler staff.

For more information on City of Chandler's Title VI Program and procedures by which to file a complaint, contact the Transportation Policy at (480) 782-3440.

Requesting Information

Note: To request information in alternative formats, please contact City of Chandler Transportation Policy at transit@chandleraz.gov or phone: (480) 782-3440

Tracking a Title VI Compliant

Complaints received are logged within two business days into the City of Chandler Title VI Complaint Log. Within 2 business days of logging the complaint, City staff assigns the complaint to the Service Provider for investigation and documentation.

The Service Provider has 30 days to complete their investigation from the day of assignment, including obtaining additional information needed from the complainant to investigate or to

resolve the case following the complaint process, and once the investigation is concluded, the case resolution will be documented in the Complaint Log.

Upon notifying the Service Provider, City staff will set reminders if a complaint has not been responded to within the required time frame. Upon notification, the staff will send out a reminder notice to the Service Provider that the case is not yet resolved or closed out.

Once the case has been resolved the complainant will receive a response in the manner identified.

The City of Chandler monitors the process monthly to ensure Title VI complaints are fully investigated, documented, and the complainant received a response. Should an inaccuracy be found, City staff will work with the Service Provider to reopen the complaint for further investigation until resolution or completion.

Investigating a Title VI Complaint

Each documented Title VI investigative report must address each of the "Five Federal Investigative" steps found in 28 CFR, Part 35 and FTA Circular 4702.IA. The five steps are:

STEP ONE: The Service Provider will review the complaint information entered by City of Chandler staff. Any new issues identified during the investigation should also be documented in the investigation notes.

STEP TWO: Interviews and collections of facts.

- Service Provider identifies respondents to interview, if needed.
- Service Provider interviews respondents identified and documents details from the interviews and report to City staff.
- Investigate every "issue" (stated in the "statement of issues" noted in step one).
- Separate facts from opinions.

"Respondent" is not confined to the transit vehicle operator. "Respondent" is defined as any source of information that can contribute to the investigation, such as:

- Complainant
- Operator
- Radio/Dispatch reports
- Maintenance staff
- City Transit staff
- Witnesses
- Other transit employees

The Service Provider identifies, collects, and reviews other information and/or documents that provide facts for the investigation. Any applicable information is to be reported to City staff. Documents to review can include:

- GPS tracking software and programs
- Maintenance records
- Spotter reports
- Video (camera) and/or audio recordings
- Incident reports (supervisor, transit police)
- Route history
- Other documents deemed appropriate by the Service Provider

STEP THREE: Service Provider documents pertinent regulations, rules, policies, and procedures that apply to the investigation and report to City staff.

Pertinent regulations, rules, policies, and procedures may include:

- Title VI requirements
- Company rules and procedures
- City of Chandler policies and service standards
- Contractual requirements

STEP FOUR: Complaint Determination.

- Service Provider compares each fact from "findings of fact" to the list of regulations, rules, etc.
- Service Provider makes a fact-based determination of alleged violation(s).

STEP FIVE: Description of resolution for each valid violation.

- Service Provider describes specific corrective actions for each violation found
- Service Provider documents follow-up action, if applicable
- Service Provider documents the complaint resolution to City staff

Complaint Resolution(s):

- Must include specific complaint resolutions for each valid violation noted.
- Document a follow-up action plan, where applicable.
- If no valid violations are found, note policies, procedures, etc. reviewed during the investigation and with transit operator.
- Documented complaint information should always include staff initials, title, and dates.

Response to Customer

Service Provider will respond to the Customer in the manner identified and will document the response provided to City staff to add to complaint log.

Procedimientos de Quejas del Título VI

¿Qué es el Título VI?
El Título VI es una sección del Decreto de los Derechos Civiles de 1964 que requiere que "ninguna persona en los Estados Unidos deberá, basándose en su raza, color u origen nacional, ser excluida de participar en, ser denegada de los beneficios de, o verse sujeta a discriminación bajo cualquier programa o actividad recibiendo asistencia financiera federal."

Procedimientos de Quejas del Título VI
Cualquier persona que crea que ha sido excluida de la participación en, se le hayan denegado los beneficios de, o de otra manera se haya visto sujeta a discriminación ilegal bajo cualquier servicio, programa o actividad de Valley Metro, de la Ciudad de Phoenix, o de la Ciudad de Chandler y crea que la discriminación se basa en raza, color u origen nacional, puede registrar una queja formal. Esta protección antidiscriminatoria se extiende a las actividades y los programas de los contratistas terceros Proveedores de Servicios de Transporte de Valley Metro, la Ciudad de Phoenix, y la Ciudad de Chandler. Para los autobús y transporte publico accesible, Valley Metro y la Ciudad de Phoenix usan el Sistema de Asistencia al Cliente (CAS por sus siglas en inglés) para capturar todas las quejas recibidas. Para Chandler Flex, la Ciudad de Chandler usa el correo electrónico transit@chandleraz.gov para capturar todas las quejas recibidas. Cualquier queja de este tipo debe registrarse dentro de los 180 días del presunto acto discriminatorio (o de la última vez que haya ocurrido).

¿Cómo registro una queja? – AUTOBÚS Y TRANSPORTE PUBLICO ACCESIBLE
Para enviar una queja en línea, llene la forma de quejas en línea en la página web de denuncia del Título VI de Valley Metro.

Las quejas también se pueden registrar por escrito usando la forma de quejas del Título VI, o llamando a Servicio al Cliente al (602) 253-5000, TTY: (602) 251-2039. Las formas llenas y firmadas se deben enviar por correo postal a:

Regional Public Transportation Authority
4600 East Washington Street, Suite 101
Phoenix, AZ 85034
Correo electrónico: csr@valleymetro.org
Teléfono: (602) 253-5000 TTY: (602) 251-2039

La forma de la queja se encuentra en el sitio web de derechos civiles de Valley Metro.

Para registrar una queja directamente con la Ciudad de Phoenix:

Attention: Title VI Coordinator
City of Phoenix Public Transit Department
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Correo electrónico: PHXTransitEO@phoenix.gov
Teléfono: (602) 262-7242

Los individuos también pueden registrar quejas directamente con la Administración Federal de Transporte (FTA por sus siglas en inglés) dentro de un período de tiempo de 180 días:

Federal Transit Administration (FTA)
Attention: Title VI Coordinator
East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, D.C. 20590

¿Cómo registro una queja? – CHANDLER FLEX
Las quejas se pueden registrar por escrito usando la forma de quejas del Título VI, o llamando a Chandler Transportation Policy Division (480) 782-3440. Las formas llenas y firmadas se deben enviar por correo postal a:

Chandler Transportation Policy Division
175 S Arizona Ave, Mail Stop 412
Chandler, AZ 85225
Correo Electrónico: transit@chandleraz.gov
Teléfono: (480) 782-3440

Las quejas se pueden registrar por línea con Chandler Flex servicio al cliente (602)932-0291

La forma de la queja se encuentra en el sitio web de Title VI de la Ciudad de Chandler.

Los individuos también pueden registrar quejas directamente con la Administración Federal de Transporte (FTA por sus siglas en inglés) dentro de un período de tiempo de 180 días:

Federal Transit Administration (FTA)
Attention: Title VI Coordinator
East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, D.C. 20590

PROCEDIMIENTOS PARA RASTREAMENTO Y INVESTIGACIÓN DE QUEJAS

AUTOBUS & TRANSPORTE PUBLICO ACCESIBLE

Las quejas recibidas por los representantes de Servicio al Cliente de Valley Metro o por el Coordinador del Título VI de la Ciudad de Phoenix serán documentadas y asignadas al Proveedor de Servicios de Transporte (TSP por sus siglas en inglés) (operador o administrador del servicio) apropiado responsable de la investigación en conformidad con los estándares federales (28 CFR Parte 35 y Circular 4702.1B de la administración FTA). El proveedor TSP tiene 30 días para investigar cada queja. Si se necesita más información para resolver el caso, el proveedor TSP puede ponerse en contacto con el/la reclamante y solicitar información adicional. Los reclamantes deben proporcionar la información adicional dentro de los 10 días posteriores a la solicitud o la queja puede considerarse indeterminable y se cerrará administrativamente. Los casos también se pueden cerrar administrativamente si un/a reclamante informa a Valley Metro o a la Ciudad de Phoenix que ya no desea continuar con la queja. Las solicitudes para cerrar una queja se pueden hacer por teléfono, por correo electrónico o por escrito (vea arriba la información de contacto). Las quejas se pueden cerrar administrativamente si el/la reclamante falle en responder.

Después de la investigación, todas las quejas deberán ser concluidas con una determinación ingresada al sistema CAS. La entrada de la determinación deberá indicar que la investigación determinó que la queja era válida[4], inválida[5] o indeterminable[6]. Si la investigación determina que las presuntas infracciones de la queja bajo el Título VI de discriminación por raza, color u origen nacional son válidas, se deberá proveer al/la reclamante una resolución correctiva detallada para remediar la situación. Si los resultados de la investigación determinan que no hubo una presunta discriminación bajo el Título VI basada en raza, color u origen nacional, el caso se cerrará. El/la reclamante deberá ser notificado/a de los resultados de la investigación en la forma identificada (correo electrónico o teléfono). Un/a reclamante puede apelar la decisión dentro de los 60 días siguientes a la notificación de los resultados de la investigación. Las apelaciones se deben enviar a Valley Metro o a la Ciudad de Phoenix.

Todas las quejas e investigaciones del Título VI son revisadas por Valley Metro, el Administrador de Servicio al Cliente (CSA por sus siglas en inglés), y el personal de la Ciudad de Phoenix.

Para más información sobre el Programa del Título VI de Valley Metro y los procedimientos para registrar una queja, llame al Coordinador del Título VI al (602) 322- 4514.

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[4] Válida: basadas en los hechos, vinculante, aceptable, ejecutable

[5] Inválida: nula e inválida, inaceptable, inejecutable

[6] Indeterminable: incapaz de llegar a una decisión, asentada, o solucionada; no es determinable

Para más información sobre el Programa de Derechos Civiles de la Ciudad de Phoenix y los procedimientos para registrar una queja, llame al Coordinador del Título VI al (602) 262-7242.

Solicitando Información
Nota: Para solicitar información en formatos alternativos, por favor comuníquese con Servicio al Cliente en csr@valleymetro.org o por teléfono: (602) 253-5000 o con la Ciudad de Phoenix al (602) 262-7242, TTY: (602) 251-2039

Rastreando Una Queja del Título VI
A medida que se van recibiendo las quejas, éstas son ingresadas al sistema CAS. Dentro de 24 a 48 horas de registrar la queja, el administrador CSA de Valley Metro asigna la queja al proveedor TSP apropiado para su investigación y documentación.

El proveedor TSP tiene 30 días para completar su investigación, incluyendo la obtención de la información adicional necesaria del/la reclamante para investigar o para resolver el caso. El investigador seguirá el proceso de quejas, y una vez que concluya la investigación, la resolución del caso se documentará en el sistema CAS.

El sistema CAS está programado para notificarle al administrador CSA si una queja no ha sido contestada dentro del plazo requerido. Tras la notificación del sistema, el administrador CSA enviará un aviso de recordatorio al proveedor TSP correspondiente de que el caso aún no se ha resuelto o cerrado.

Una vez resuelto el caso, el/la reclamante recibirá una respuesta en la forma identificada.

Valley Metro y la Ciudad de Phoenix monitorean el proceso mensualmente para asegurar que las quejas del Título VI se investiguen a fondo, se documenten adecuadamente, y se le conteste al/la respondiente de la manera solicitada. En caso de que se encuentre un error, Valley Metro y/o la Ciudad de Phoenix trabajarán con el administrador CSA y el proveedor TSP apropiado para volver a abrir la queja para una investigación adicional hasta su resolución o finalización.

Investigando Una Queja del Título VI
Cada reporte de investigación documentado del Título VI debe abordar cada uno de los "Cinco Pasos de Investigaciones Federales" que se encuentran en 28 CFR, Parte 35 y la Circular 4702.IA de la administración FTA. Los siete pasos son:

PASO UNO: El proveedor TSP revisará la información de la queja ingresada al sistema CAS por el personal de Servicio al Cliente de Valley Metro. Cualquier nuevo asunto identificado durante la investigación también se debe documentar en el sistema CAS.

PASO DOS: Entrevistas y recolecciones de los hechos.

- El proveedor TSP identifica a los respondientes a ser entrevistados, si es necesario.
- El proveedor TSP entrevista a los respondientes identificados y documenta los detalles de las entrevistas en el sistema CAS.
- Se investiga cada "asunto" (indicado en la declaración de asuntos que se indica en el paso uno).
- Se separan los hechos de las opiniones.

El/la "respondiente" no se limita al/la conductor/a del vehículo de transporte. El/la "respondiente" se define como cualquier fuente de información que pueda contribuir a la investigación, tal como:

- Reclamante
- Conductor/a
- Reportes de radio/despacho/OCC
- Personal de mantenimiento
- Personal de Transporte de la Ciudad
- Testigos
- Otros empleados de transporte

El proveedor TSP identifica, recopila, y revisa otra información y/o documentos que provean los hechos para la investigación. Cualquier información aplicable se debe documentar en el Sistema CAS. Los documentos por revisar pueden incluir:

- Software y programas de rastreo GPS
- Registros de mantenimiento
- Reportes de observador "Spotter"
- Grabaciones de video (cámara) y/o audio
- Tarjetas de cortesía
- Reportes de incidentes (supervisor, policía de transporte, inspectores de pasajes/seguridad)
- Historial de la ruta
- Otros documentos que el proveedor TSP considere apropiados

PASO TRES: El proveedor TSP documenta las regulaciones, reglas, normas, y procedimientos pertinentes que sean aplicables a la investigación en el sistema CAS bajo el número de caso asignado.

Las regulaciones, reglas, normas y procedimientos pertinentes pueden incluir:

- Requerimientos del Título VI
- Reglas y procedimientos de la compañía
- Normas y estándares de servicio de Valley Metro y la Ciudad de Phoenix
- Requerimientos contractuales

PASO CUATRO: Determinación de la queja.

- El proveedor TSP compara cada hecho de "hallazgos de hechos" con la lista de regulaciones, reglas, etc.
- El proveedor TSP hace una determinación basada en hechos de la/s presunta/s infracción/es.

PASO CINCO: Descripción de la resolución para cada infracción válida.

- El proveedor TSP describe las acciones correctivas específicas para cada infracción que haya sido encontrada
- El proveedor TSP documenta la acción de seguimiento, si es aplicable
- El proveedor TSP documenta la resolución de la queja en el sistema CAS

Resolución/es de Quejas del Proveedor TSP:

- Debe incluir resoluciones específicas a las quejas para cada infracción válida anotada.
- Documentar un plan de acción de seguimiento, cuando sea aplicable.
- Si no se encuentran infracciones válidas, anotar las normas, los procedimientos, etc. revisados durante la investigación y con el/la conductor/a de transporte.
- La información documentada de la queja siempre debe incluir las iniciales del personal, el título, y las fechas.

Respuesta al/la Cliente

El proveedor TSP le contestará al/la Cliente de la manera identificada y documentará la respuesta provista en el sistema CAS bajo el número de caso asignado.

PROCEDIMIENTOS PARA RASTREAMENTO Y INVESTIGACIÓN DE QUEJAS

CHANDLER FLEX

Las quejas recibidas por la Ciudad de Chandler serán documentadas y asignadas al Proveedor de Servicios de Transporte (operador del servicio) responsable de la investigación en conformidad con los estándares federales (28 CFR Parte 35 y Circular 4702.1B de la administración FTA). El proveedor tiene 30 días para investigar cada queja. Si se necesita más información para resolver el caso, el proveedor puede ponerse en contacto con el/la reclamante y solicitar informaciones adicionales. Los reclamantes deben proporcionar la información adicional dentro de los 10 días posteriores a la solicitud o la queja puede considerarse indeterminable y se cerrará administrativamente. Los casos también se pueden cerrar administrativamente si un/a reclamante informa a la Ciudad de Chandler que ya no desea continuar con la queja. Las solicitudes para cerrar una queja se pueden hacer por teléfono, por correo electrónico o por escrito (vea arriba la información de contacto). Las quejas se pueden cerrar administrativamente si el/la reclamante falle en responder.

Después de la investigación, todas las quejas deberán ser concluidas con una determinación ingresada al sistema de registros de la Ciudad de Chandler. La entrada de la determinación

deberá indicar que la investigación determinó que la queja era válida, inválida o indeterminable. Si la investigación determina que las presuntas infracciones de la queja bajo el Título VI de discriminación por raza, color u origen nacional son válidas, se deberá proveer al/la reclamante una resolución correctiva detallada para remediar la situación. Si los resultados de la investigación determinan que no hubo una presunta discriminación bajo el Título VI basada en raza, color u origen nacional, el caso se cerrará. El/la reclamante deberá ser notificado/a de los resultados de la investigación en la forma identificada (correo electrónico o teléfono). Un/a reclamante puede apelar la decisión dentro de los 60 días siguientes a la notificación de los resultados de la investigación. Las apelaciones se deben enviar a la Ciudad de Chandler.

Todas las quejas e investigaciones del Título VI son revisadas por el personal de la Ciudad de Chandler.

Para más información sobre el Programa del Título VI de la Ciudad de Chandler llame la Ciudad de Chandler al (480)782- 3440.

Solicitando Información
Nota: Para solicitar información en formatos alternativos, por favor comuníquese con la Ciudad de Chandler en transit@chandleraz.gov o por teléfono: (480)782-3440.

Rastreando Una Queja del Título VI
A medida que se van recibiendo las quejas, éstas son ingresadas al sistema de registro de la Ciudad de Chandler dentro de 2 días hábiles. Dentro de días hábiles de registrar la queja, el personal de la Ciudad asigna la queja al proveedor para su investigación y documentación.

El proveedor tiene 30 días desde la asignación para completar su investigación, incluyendo la obtención de la información adicional necesaria del/la reclamante para investigar o para resolver el caso. El investigador seguirá el proceso de quejas, y una vez que concluya la investigación, la resolución del caso se documentará en el sistema de registros.

Personal de la Ciudad establecerá notificaciones si una queja no ha sido contestada dentro del plazo requerido. Tras la notificación del sistema, el personal enviará un aviso de recordatorio al proveedor de que el caso aún no se ha resuelto o cerrado.

Una vez resuelto el caso, el/la reclamante recibirá una respuesta en la forma identificada.

La Ciudad de Chandler monitorean el proceso mensualmente para asegurar que las quejas del Título VI se investiguen a fondo, se documenten adecuadamente, y se le conteste al/la respondiente de la manera solicitada. En caso de que se encuentre un error el personal de la Ciudad de Phoenix trabajarán con el proveedor para volver a abrir la queja para una investigación adicional hasta su resolución o finalización.

Investigando Una Queja del Título VI
Cada reporte de investigación documentado del Título VI debe abordar cada uno de los "Cinco Pasos de Investigaciones Federales" que se encuentran en 28 CFR, Parte 35 y la Circular 4702.IA de la administración FTA. Los cinco pasos son:

PASO UNO: El proveedor revisará la información de la queja ingresada al sistema de registros por el personal de la Ciudad de Chandler. Cualquier nuevo asunto identificado durante la investigación también se debe documentar en el sistema de registros.

PASO DOS: Entrevistas y recolecciones de los hechos.
- El proveedor identifica a los respondientes a ser entrevistados, si es necesario.
- El proveedor entrevista a los respondientes identificados y documenta los detalles de las entrevistas y reporta al personal de la Ciudad de Chandler.
- Se investiga cada "asunto" (indicado en la declaración de asuntos que se indica en el paso uno).
- Se separan los hechos de las opiniones.

El/la "respondiente" no se limita al/la conductor/a del vehículo de transporte. El/la "respondiente" se define como cualquier fuente de información que pueda contribuir a la investigación, tal como:

- Reclamante
- Conductor/a
- Reportes de radio/despacho
- Personal de mantenimiento
- Personal de Transporte de la Ciudad
- Testigos
- Otros empleados de transporte

El proveedor identifica, recopila, y revisa otra información y/o documentos que provean los hechos para la investigación. Cualquier información aplicable se debe documentar en el sistema de registros. Los documentos por revisar pueden incluir:

- Software y programas de rastreo GPS
- Registros de mantenimiento
- Grabaciones de video (cámara) y/o audio
- Tarjetas de cortesía
- Reportes de incidentes (supervisor, policía de transporte)
- Historial de la ruta
- Otros documentos que el proveedor considere apropiados

PASO TRES: El proveedor documenta las regulaciones, reglas, normas, y procedimientos pertinentes que sean aplicables a la investigación en el sistema de registros.

Las regulaciones, reglas, normas y procedimientos pertinentes pueden incluir:
- Requerimientos del Título VI
- Reglas y procedimientos de la compañía
- Normas y estándares de servicio de la Ciudad de Phoenix
- Requerimientos contractuales

PASO CUATRO: Determinación de la queja.
- El proveedor compara cada hecho de "hallazgos de hechos" con la lista de regulaciones, reglas, etc.
- El proveedor hace una determinación basada en hechos de la/s presunta/s infracción/es.

PASO CINCO: Descripción de la resolución para cada infracción válida.
- El proveedor describe las acciones correctivas específicas para cada infracción que haya sido encontrada
- El proveedor documenta la acción de seguimiento, si es aplicable
- El proveedor documenta la resolución de la queja en el sistema de registros

Resolución/es de Quejas del Proveedor:
- Debe incluir resoluciones específicas a las quejas para cada infracción válida anotada.
- Documentar un plan de acción de seguimiento, cuando sea aplicable.
- Si no se encuentran infracciones válidas, anotar las normas, los procedimientos, etc. revisados durante la investigación y con el/la conductor/a de transporte.
- La información documentada de la queja siempre debe incluir las iniciales del personal, el título, y las fechas.

Respuesta al/la Cliente
El proveedor le contestará al/la Cliente de la manera identificada y documentará la respuesta provista en el sistema de registro bajo el caso asignado.

Title VI Complaint Forms

BUS & ACCESSIBLE TRANSIT SERVICES - TITLE VI COMPLAINT FORM

Any person who believes that he or she has been discriminated against by Valley Metro or City of Phoenix or any of its service providers and believes the discrimination was based upon race, color or national origin, may file a formal complaint with Valley Metro Customer Service.

Please provide the following information to process your complaint. Alternative formats and languages are available upon request. You can reach Customer Service at 602.253.5000 (TTY: 602.251.2039) or via email at *csr@valleymetro.org*.

SECTION 1: CUSTOMER INFORMATION

First Name:_____ Last Name:_____
Address:_____
City:_____ State:_____ Zip:_____
Home Phone:_____ Cell Phone:_____
Email:_____ Preferred method of contact: ☐ Phone ☐ Email

SECTION 2: INCIDENT INFORMATION

Date of Incident:_____ Time of Incident:_____ ☐ AM ☐ PM City:_____
Incident Location:_____ Direction of Travel:_____
Route #:_____ Bus/Light Rail/Streetcar #:_____
Service Type: ☐ Local Bus ☐ Express/RAPID ☐ Circulator/Connector ☐ Light Rail ☐ Streetcar ☐ Dial-a-Ride
Operator Name:_____
Operator Description:_____
What was the discrimination based on *(Check all that apply)*: ☐ Race ☐ Color ☐ National Origin ☐ Other_____

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known), as well as names and contact information of any witnesses. If more space is needed, please use the back of this form. You may also attach any written materials or other information relevant to your complaint.

Have you filed this complaint with the Federal Transit Administration (FTA)? ☐ Yes ☐ No
If yes, please provide information about a contact person at the FTA where the complaint was filed:
Name:_____ Title:_____
Address:_____ Phone:_____

Have you previously filed a Title VI complaint with this agency? ☐ Yes ☐ No
Signature and date required below:

Signature_____
Date_____

City of Phoenix | VALLEY METRO

CHANDLER FLEX - TITLE VI COMPLAINT FORM

Any person who believes that he or she has been discriminated against by the City of Chandler or any of its service providers and believes the discrimination was based upon race, color or national origin, may file a formal complaint with the City of Chandler Transportation Policy Division.

Please provide the following information to process your complaint. Alternative formats and languages are available upon request. You can reach the City of Chandler Transportation Policy Division at 480.782.3440 or via email at transit@chandleraz.gov.

SECTION 1: CUSTOMER INFORMATION

First Name: _____ Last Name: _____
Address: _____
City: _____ State: _____ ZIP Code: _____
Home Phone: _____ Cell Phone: _____
Email: _____ Preferred Method of Contact: ☐ Phone ☐ Email

SECTION 2: INCIDENT INFORMATION

Date of Incident: _____ Time of Incident: _____ ☐ AM ☐ PM
Incident Location: _____
Operator Name: _____
Operator Description: _____
What was the discrimination based on: ☐ Race ☐ Color ☐ National Origin ☐ Other: _____

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known), as well as names and contact information of any witnesses. If more space is needed, please use the back of this form. You may also attach any written materials or other information relevant to your complaint.

Have you filed this complaint with the Federal Transit Administration (FTA)? ☐ Yes ☐ No
If yes, please provide information about a contact person at the FTA where the complaint was filed.
Name: _____ Title: _____
Address: _____ Phone: _____
Have you previously filed a Title VI complaint with this agency? ☐ Yes ☐ No

Signature and date required below.

Signature: _____ Date: _____

AUTOBÚS Y TRANSPORTE PÚBLICO ACCESIBLE – FORMA DE RECLAMACÍON BAJO EL TÍTULO VI

Cualquier persona que crea que ha sido discriminada por Valley Metro o la Ciudad de Phoenix o por cualquiera de sus proveedores de servicios y cree que la discriminación fue basada en su raza, color u origen nacional, puede registrar una queja formal ante el Servicio al Cliente de Valley Metro.

Por favor provea la siguiente información para procesar su queja. Hay formatos e idiomas alternativos disponibles si se solicitan. Usted se puede comunicar con el Servicio al Cliente llamando al 602.253.5000 (TTY: 602.251.2039) o por correo electrónico a *csr@valleymetro.org*.

SECCIÓN 1: INFORMACIÓN DEL CLIENTE

Nombre:_____ Apellido:_____
Domicilio:_____
Ciudad:_____ Estado:_____ Código Postal:_____
Teléfono del Hogar:_____ Teléfono Celular:_____
Correo Electrónico:_____ Método preferido de contacto: ☐ Teléfono ☐ Correo Electrónico

SECCIÓN 2: INFORMACIÓN SOBRE EL INCIDENTE

Fecha del Incidente:_____ Hora del Incidente:_____ ☐ AM ☐ PM Ciudad:_____
Ubicación del Incidente:_____ Dirección del Viaje:_____
Ruta #:_____ Autobús/Tren Ligero/Tranvía #:_____
Tipo de Servicio: ☐ Autobús Local ☐ Express/RAPID ☐ Circulador/Conector ☐ Tren Ligero ☐ Tranvía ☐ Dial-a-Ride
Nombre del/la Operador/a:_____
Descripción del/la Operador/a:_____

¿En qué se basó la discriminación? *(Marque todo lo que sea aplicable):*
☐ Raza ☐ Color ☐ Origen Nacional ☐ Otro_____

Explique lo más claramente posible lo que sucedió y por qué cree usted que se le discriminó. Describa a todas las personas que estuvieron involucradas. Incluya el nombre y la información de contacto de la/s persona/s que le discriminó/aron (si los conoce), así como los nombres y la información de contacto de cualquier testigo. Si se necesita más espacio, por favor use el reverso de esta forma. Usted también puede adjuntar cualquier material por escrito u otra información relevante a su queja.

¿Ha usted registrado esta queja ante la Administración Federal de Transporte (FTA por sus siglas en inglés)? ☐ Sí ☐ No
Si contestó Sí, por favor provea información sobre una persona de contacto en la administración FTA donde se registró la queja:
Nombre:_____ Título:_____
Domicilio:_____ Teléfono:_____

¿Ha usted registrado previamente una queja bajo el Título VI ante esta agencia? ☐ Sí ☐ No
Firma y fecha requeridas abajo:

Firma_____
Fecha_____

City of Phoenix | VALLEY METRO

CHANDLER FLEX – FORMA DE RECLAMACÍON BAJO EL TÍTULO VI

Cualquier persona que crea que ha sido discriminada por la Ciudad de Chandler o por cualquiera de sus proveedores de servicios y cree que la discriminación fue basada en su raza, color, u origen nacional, puede registrar una queja formal ante la División de Política de Transportes de Chandler.

Por favor provea la siguiente información para procesar su queja. Hay formatos e idiomas alternativos disponibles si se solicitan. Usted se puede comunicar con la División de Política de Transportes de Chandler llamando al 480.782.3440 o por correo electrónico a transit@chandleraz.gov.

SECCIÓN 1: INFORMACIÓN DEL CLIENTE

Nombre: _____ Apellido: _____

Domicilio: _____

Ciudad: _____ Estado: _____ Código Postal: _____

Teléfono de Hogar: _____ Teléfono Celular: _____

Correo Electrónico: _____ Método preferido de contacto: ☐ Teléfono ☐ Correo Electrónico

SECCIÓN 2: INFORMACIÓN SOBRE EL INCIDENTE

Fecha del Incidente: _____ Hora del Incidente: _____ ☐ AM ☐ PM

Ubicación del Incidente: _____

Nombre del/la Operador/a: _____

Descripción del/la Operador/a: _____

En qué se basó la discriminación: ☐ Raza ☐ Color ☐ Origen Nacional ☐ Otro: _____

Explique lo más claramente posible lo que sucedió y por qué cree usted que se le discriminó. Describa a todas las personas que estuvieron involucradas. Incluya el nombre y la información de contacto de la-s persona-s que le discriminó-aron (si los conoce), así como los nombres y la información de contacto de cualquier testigo. Si se necesita más espacio, por favor use el reverso de esta forma. Usted también puede adjuntar cualquier material por escrito u otra información relevante a su queja.

¿Ha usted registrado esta queja ante la Administración Federal de Transporte (FTA)? ☐ Sí ☐ No

Si contest Si, por favor provea información sobre una persona de contacto en la administración FTA donde se registró la queja.

Nombre: _____ Título: _____

Ubicación: _____ Teléfono: _____

¿Ha usted registrado previamente una queja bajo el Titulo VI ante esta agencia? ☐ Sí ☐ No

Firma y fechas requeridas abajo.

Firma: _____ Fecha: _____

Title VI Investigations, Complaints and Lawsuits

☒ The City of Chandler has not had any Title VI investigations, or lawsuits in 2021-2024.

Description/ Name	Date (MM/DD/YY)	Summary (include basis of complaint: race, color, or national origin)	Status	Action(s) Taken (Final findings?)
Investigations				
1)				
Lawsuits				
1)				
Complaints				
1) Discrimination	03/02/22	Customer got on the bus. The fare box didn't work, and they asked the driver "I don't have to pay?" and the driver said: "sit down so you can use your white privilege". He never said that to anyone else, just to customer. They had another incident with this driver previously and reported it. He discriminated against them. Customer wants this escalated.	Closed	DVR shows no data for the specified date and location. Marked as undetermined. Customer was called about the complaint. They requested compensation and to speak with a manager. Customer Service Manager was informed. No further action.
2) Attitude	06/12/24	The driver was rude telling customer to go [expletive] themselves and telling them to go back to India with their strong accent. Customer wants a call back.	Closed	Per the footage, the complaint is considered invalid. The actions described are not observed. The operator never cursed or made any derogatory comments about race, country, or accent.

City of Chandler Public Participation Plan

The City of Chandler is engaging the public in its planning and decision-making processes, as well as its marketing and outreach activities. The public will be invited to participate in the process whether through public meetings or surveys.

As an agency receiving federal financial assistance, the City of Chandler made the following community outreach efforts over the past three years. Example documentation of some of these public outreach efforts is included in *Attachment 1: Public Outreach Efforts*.

ROUTES 96, 156 AND 541 CHANGES

The City of Chandler enacted service changes to three of the fixed bus routes serving the city. The changes and public outreach efforts include:

- Route 96 – The city considered the removal of peak-hour service on this route south of Pecos Road. Valley Metro's public outreach strategies were used to gather riders' and residents' feedback about making this service change. The feedback received was against the removal of the service. The city decided to keep the current peak-hour service for route 96 south of Pecos Road.
- Route 156 – For this route, the city planned to increase frequency during peak-hour service and similar outreach efforts as done for Route 96, following Valley Metro's plans. The public feedback was favorable to the increased service levels during peak-hours which the city enacted in October 2021.
- Express Route 541 – The cities of Mesa and Chandler shared services for this express route to downtown Phoenix. The City of Mesa proposed removing this service completely. Like in the previous examples, Valley Metro's public outreach practices were applied and based route ridership (taking public feedback into account), both Mesa and Chandler removed Route 541 in 2022.
- Express Route 542 – Valley Metro surveyed this route riders during fall 2024 as part of an effort to understand if the current Express Route schedule met their needs. Based on survey responses, the City of Chandler decided to maintain the current schedule since there were minor adjustment requested, but the demand could likely also continue to be met with current schedule and Valley Metro's proposed changes could cause reduction on expected level of service and intervals between trips.

Besides following Valley Metro's lead for public outreach efforts, the City of Chandler also made sure that when decisions to make service changes were made, the public was informed through notices posted in bus stops and the city's website. These notices were posted in advance of any change to allow the public time to plan future trips accordingly. Additionally, when service reductions were planned, the city posted notices at bus stops during public outreach periods to make sure passengers were well informed of their opportunities to provide feedback on potential route changes.

CHANDLER/GILBERT AIRPARK FLEXIBLE TRANSIT STUDY

The Chandler Airpark Flexible Transit Study identified the alternatives available for transit services which flexibly serve the unique layout and needs of west central Gilbert and east

central/southeast Chandler. This study focused on flexible, on-demand modes like micro transit and flex route circulator service. The public was engaged through Transportation Commission meetings and targeted outreach at the Chandler Family Bike Ride. The study team also solicited public feedback to gauge interest in micro transit generally, and preferences on specific service aspects such as wait times, fares, with an online survey.

ARIZONA AVENUE SHARED USE PATH STUDY

This study helped in the potential development of a shared-use path along the eastern side of Arizona Avenue from Ray Road to the Northern boundary of the City of Chandler. The purpose is to enhance accessibility for all non-motorized users along the Arizona Avenue corridor by creating a continuous sidewalk that can improve connectivity between other cities and accessibility of multimodal mobility options since Arizona Avenue is designated as a high-capacity transit corridor by the City of Chandler Transportation Master Plan and currently has Chandler's best bus service (15-minute headways). The city conducted outreach and sought public feedback at the Chandler Family Bike Ride.

PEDESTRIAN CONNECTIVITY STUDY

The Pedestrian Connectivity Study aims to provide a strategic plan for developing sidewalk infrastructure in areas that currently lack such amenities. The primary goals include:

- Conduct a comprehensive inventory of the existing sidewalk network.
- Engage the public and stakeholders through an inclusive outreach effort.
- Analyze and prioritizing sidewalk infrastructure needs based on data from inventory and survey result.
- Establish a framework to guide future investments.

Once the community input is collected, the city will analyze the data alongside demographic, zoning, transit facilities access, and Census information. This analysis will help prioritize improvements and redevelopment strategies for sidewalks.

VALLEY METRO PUBLIC PARTICIPATION PLAN

As the operator for all Chandler funded fixed-route bus and accessible transit services, Valley Metro plays an important role in the public outreach for transit planning and service changes in Chandler. Chandler adopts Valley Metro's 2021 Public Participation Plan for its fixed-route bus and accessible transit services. A copy of Valley Metro's Public Participation Plan is provided in Attachment 3.

ACTIVE TRANSPORTATION STUDIES/PROJECTS

The City of Chandler conducted many active transportation plans. Active transportation systems include bike lanes, sidewalks, and multi-use trails. These systems help create vibrant communities and provide many benefits like safe, comfortable, convenient, reliable, efficient, and affordable ways for people to get around, including enhancing access to public transportation to road users. As part of the active transportation studies different forms of public participation were employed, they include:

- Public Meetings
- Community Mailers and Flyers
- Presentations to the Transportation Commission
- Presentations at Public Events and Meetings
- Website updates on the development of the studies and designs

VALLEY METRO FARE MODERNIZATION PROJECT

Valley Metro is adopting a new fare technology and expanding options for riders to purchase fare and more easily access their transit system. In 2024, riders can purchase fare on their mobile device or through a reloadable fare card and scan or tap that fare on new fare readers throughout the system. Both options are an account-based system where riders can add funds, track transaction history, view account balances and more. Valley Metro held multiple Town Hall meetings during the transition period during summer 2024 and continue to schedule fare pop-up events to answer riders' questions about the new fare system. Valley Metro also created an entire Fare Technology Modernization website with resources for riders to access and get their questions answered.

OTHER BUS SERVICE CHANGES

With any proposed bus service change, Valley Metro conducts a thorough public outreach process, including multiple public meetings and a public hearing. Please see the Valley Metro Public Participation Plan for more details on Valley Metro's public outreach process. Additionally, Chandler staff assists with the process by conducting rider surveys for major service changes and by posting notices on bus stops.

Public Meetings:

(1) Public meetings are scheduled to increase the opportunity for attendance by stakeholders and the public. This may include scheduling meetings during non-traditional business hours, holding more than one meeting at different times of the day or on different days, and checking other community activities to avoid conflicts.

(2) When a public meeting or public hearing is focused on a planning study or program related to Chandler or the Southeast Valley, the meeting or hearing is held within Chandler or the Southeast Valley.

(3) Public meetings are held in locations accessible to people with disabilities and at least one public meeting in a series is located near one or more transit routes.

City of Chandler

Limited English Proficiency Plan

The City of Chandler has developed the following Limited English Proficiency (LEP) Plan to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to City of Chandler services as required by Executive Order 13166. A Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English. The city adopts Valley Metro's 2024 Language Assistance Plan (LAP) for its fixed route bus and accessible transit service. A copy of Valley Metro 2024 LAP Plan is provided in Attachment 4.

The City of Chandler plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training to staff, notification to LEP persons that assistance is available, and information for future updates. In developing the plan while determining the City of Chandler's extent of obligation to provide LEP services, the City of Chandler undertook a U.S. Department of Transportation four-factor LEP analysis which considers the following:

1. The number or proportion of LEP persons eligible in the City of Chandler service area who may be served or likely to encounter City of Chandler transit program, activities, or services.

According to the American Community Survey, 97.2% of Chandler households are not considered a Limited English-Speaking Household. Approximately 1.2% of Chandler's population speaks Spanish and is considered a Limited English-Speaking Household. Approximately 1.7% of Chandler's population speaks some other language and is considered a Limited English-Speaking Household.

City of Chandler Limited English Proficiency Population

	Estimate	Percent of Total
Total City of Chandler Households	104,419	100.0%
Speak English	76,393	73.2%
Speak Spanish:	13,250	12.7%
Non-Limited English-Speaking Household	12,054	11.5%
Limited English-Speaking Household	1,196	1.2%
Speak other languages:	14,776	14.2%
Non-Limited English-Speaking Household	13,014	12.5%
Limited English-Speaking Household	1,762	1.7%

Source: U.S. Census Bureau, 2022: American Community Survey 5- year Estimate

These statistics show that there is a considerable small but somewhat significant number of Spanish speaking households that are considered to have limited English proficiency. While there are some speakers of other languages that have limited English proficiency, the

combined number of all other languages is less than that of Spanish speakers, indicating a much more significant need for communication in English and Spanish than other languages.

2. The frequency with which LEP individuals come in contact with City of Chandler transit services.

Approximately 6.3% of all workers speak a language other than English but do not speak English very well. Approximately 1.8% of public transportation commuters do not speak English “very well”.

LEP Among Public Transportation Commuters in Chandler

	Estimate	Percent of Total Workers	Percent of Public Transportation Commuters
Total Workers in Chandler	148,161	100%	N/A
Commuted by Public Transportation	777	0.5%	100%
Speak only English	582	75.5%	74.9%
Speak Other Language:	195	24.5%	25.1%
Speak English "very well"	181	18.3%	23.3%
Speak English less than "very well"	14	6.3%	1.8%

Source: U.S. Census Bureau, 2022: American Community Survey 5- year Estimate

These results show a small proportion of public transportation users that speak another language while speaking English less than “very well”. Given the fairly high proportion of Spanish speakers in Chandler overall that speak English less than “very well”, however, there may still be a need to provide Spanish language communications for Chandler residents and public transportation users.

The nature and importance of the program, activities or services provided by the City of Chandler transit to the LEP population.

3. The transit system is important to the LEP population, and communications regarding the transit system is equally important.

The City of Chandler maintains a transit services website with all transit services information. Communication regarding changes in service for Chandler Flex are promoted on our website, via the mobile app, and app users’ email. For all of these means, communication is sent in English and Spanish, or on-demand translation is available to Spanish and several

other languages for the website and mobile app. The other transit services follow the Valley Metro's LAP process.

4. The resources available and overall costs to provide LEP assistance.

The cost associated with LEP outreach is included in the cost of the contract for Chandler Flex with the provider. As a turnkey solution, Via charges for all services included with providing Chandler Flex services, included LEP assistance.

Language Assistance Plan

A statement in Spanish will be included in all public outreach notices. Every effort will be made to provide vital information to LEP individuals in the language requested.

The City of Chandler has multiple bilingual employees, including an employee in the Transportation Policy Division, that can assist Spanish-speaking residents. All notices posted at bus stops and Chandler Flex vehicles are in English and Spanish. When the city holds public meetings relating to transit, the city posts an advertisement in the local Spanish newspaper. Additionally, the city has bilingual staff available at the meeting.

The Chandler Flex app available for android and iOS phones is available English and Spanish, defaulting to the operating system language set by the user. The customer service call center has representatives fluent in both English and Spanish as well with an automated menu option to select Spanish based on customers' preferences. The Chandler Flex website also includes the capability of on-demand content translation to languages based on customers' preferences, including Spanish, Mandarin, and more.

Safe Harbor Provision

The City of Chandler complies with the Safe Harbor Provision, as evidenced by the number of documents available in the Spanish language. With respect to Title VI information, the following shall be made available in Spanish:

(1) Title VI Notice
(2) Complaint Procedures
(3) Complaint Form

In addition, we will conduct our marketing (including using translated materials) in a manner that reaches each LEP group. Vital Documents include the following:

(1) Notices of free language assistance for persons with LEP
(2) Notice of Non-Discrimination and Reasonable Accommodation
(3) Outreach Materials
(4) Bus Schedules
(5) Route Changes
(6) Public Hearings

Non-elected Committees Membership Table

A subrecipient who selects the membership of transit-related, non-elected planning boards, advisory councils, or committees must provide a table depicting the membership of those organizations broken down by race. Subrecipients also must include a description of the efforts made to encourage participation of minorities on these boards, councils, and committees.

Membership of Committees, Broken Down by Race

	City of Chandler Population	Transportation Commission
Non-Hispanic White	64.10%	71.4%
Hispanic/ Latino	21.20%	14.3%
African American	5.80%	0%
Asian American	11.80%	0%
American Indian	1.90%	0%
Hawaiian/ Pacific Islander	0.20%	0%
2 or more Races	11.60%	0%
Other	4.60%	0%
Non-Disclosed	0%	14.3%

Chandler Population Source: U.S. Census Bureau, 2022 American Community Survey 5-Year Estimates

City Staff has established a Board and Commission Recruitment Plan outlining the city's approach to fill vacancies on the City's various Boards and Commissions, including the Transportation Commission. This Plan specifies that the city's outreach messages will include a statement that "Chandler is an equal opportunity organization that welcomes all residents to apply and engage in their community". Additionally, the Plan indicates that the city will advertise in Asian and Hispanic periodicals.

Although the Board and Commission Recruitment Plan is subject to amendment, the current version (as of March 2024) of the plan is provided in Attachment 2.

Monitoring for Subrecipient Title VI Compliance

The City of Chandler does NOT have subrecipients and does NOT monitor subrecipients for Title VI compliance.

Title VI Facility Equity Analysis

A subrecipient planning to acquire land to construct certain types of facilities must not discriminate based on race, color, or national origin, against persons who may, as a result of the construction, be displaced from their homes or businesses. “Facilities” in this context does not include transit stations or bus shelters, but instead refers to storage facilities, maintenance facilities, and operation centers.

There are many steps involved in the planning process prior to the actual construction of a facility. It is during these planning phases that attention needs to be paid to equity and non-discrimination through equity analysis. The Title VI Equity Analysis must be done before the selection of the preferred site.

The City of Chandler has no current or anticipated plans to develop new transit facilities covered by these requirements. Since the city’s last Title VI Program Update (2021), the City of Chandler has not constructed any facilities that meet the criteria for a facilities equity analysis.

Regional System Wide Standards and Policies

The City of Chandler worked with Valley Metro and other cities in developing regional Transit Standards and Performance Measures (TSPM). The regional TSPM specifies a minimum service level to be provided by regional bus service, including span of operation, service frequency, and bus stop spacing. Additionally, the TSPM specifies performance measures that each bus route should aim to achieve, including passenger boardings, fare recovery, and on-time performance. Services not meeting performance measures or greatly exceeding performance measures are closely monitored to determine if improvements or expanded services are needed. The TSPM also lays out guidelines for establishing new service, including the establishment of criteria to determine prioritization of fleet distribution for new transit services. TSPM criteria for new and existing service place an emphasis on first providing service to 'transit-dependent' population – households with one or zero automobiles and households below the poverty line.

The complete TSPM can be found at the Valley Metro TSPM Website.

Distribution of Transit Amenities

Transit Amenities refer to fixed items of comfort and convenience available to the general riding public such as shelter placement, lighting at the bus stop, signage, benches, and trash can placement. The City of Chandler is responsible for the provision, monitoring and maintenance of shelters, bus stop signs, benches and other amenities located in Chandler. The following sections briefly summarize the city's policies or standards that govern the deployment of amenities on the city's transit system. Chandler policy is to review and ensure amenities are placed within the city without regard to race, color, national origin, or income considerations.

The City of Chandler currently owns approximately 384 bus stops with nearly 80% of those have shaded structures as part of the bus stop features. An additional 15% of bus stops have seating without a shade structure. Many of the city's bus stops without shade structures have nearby trees that provide some shade.

The City of Chandler also has a program that incorporates advertising kiosks in the bus stop shelter design at certain locations based on third-party advertising vendor determinations of market. Those advertising revenues paid to the city go back into the transit program and pay for things such as bus stop cleaning and maintenance, replacement of aging bus stop infrastructure, and provision of new amenities at bus stops.

General Bus Stop Placement and Amenity Considerations

- Understand the physical requirements of buses
    - Adequate curb space for ADA and mobility device ramp operations
    - Adequate sidewalk clearance for pedestrian and bicycle traffic on sidewalk
- Bus stops located by ¼-mile spacing
    - Mid-block stops are located near local street intersections for ease of crossing the street safely
    - Major arterial intersection bus stops are located far-side of the intersection for traffic flow purposes
    - Bus bays (or bus pullouts) are located far-side of the intersection, when possible, based on available right-of-way and the number of lanes of traffic
    - Bus stops are in higher visibility areas at locations that minimize safety hazards at driveways, visibility for adjacent properties, and facilitate the transfer to cross routes.
- Bus stop amenities historically have been prioritized by ridership. When right-of-way exists and physical conditions permit, high and moderate ridership bus stops will have shade structures and other amenities.

    - All bus stops and amenities must comply with the ADA compliance and accessibility requirements.
    - Signage – All bus stops shall feature signs mounted in a uniform manner to identify the area as a stop and provide readable and accurate information.
    - Schedules – All bus stops with shade structures include bus schedules. Additionally, many bus stops without amenities include bus schedules.
    - Benches – Ridership figures are used to determine seating requirements while the built environment often dictates seating options.
    - Trash Can Placement – Trash cans are placed at all sheltered bus stops and some bus stops with benches as needed.
- Bus stop placement, amenities and upgrades must consider ADA compliance and accessibility requirements.
- ADA considerations are a major factor in the city's bus stop maintenance program. Since November 2018, Chandler has brought 50 bus stops up to compliance.
- Recent trends in the increasing homeless population have made bus stops a common location for homeless encampments and general use. The city has strived to create a comfortable environment for transit users while addressing the homeless use of the bus stop in a compassionate manner.
- Related to the provision of bus stop amenities is increasing occurrence of vandalism. Gang tagging, trash, damage to amenities, and the destroying of lighting are common at our bus stops. The city has a dedicated cleaning, maintenance, and repair program for all bus stops. A significant portion of that budget addresses the ongoing upkeep of the existing bus stops in order to maintain a certain level of security, comfort, and cleanliness.

<u>Bus Shelter Designs</u>

Chandler staff and its contractor have worked to create a variety of bus shelter designs and sizes to accommodate a varying degree of ridership and site conditions.

- Transfer locations – Where space permits, Chandler installs its large bus shelter design at locations where passengers transfer from one bus route to another. At these locations, it is typical for five or more passengers to be waiting for the bus at the same time. As a result, a larger shade structure with more seating is needed to assure that a large number of passengers can simultaneously benefit from the amenities.

Typical Large Shelter

- Other bus stops – The city installs large or medium sized bus shelters at other high and medium use bus stops. Chandler places smaller shelters at low to moderate use bus stops. At all bus stops with shelters, the city strives to install a shelter that will provide shade throughout most of the day. This is achieved by placing seating on each side of a middle shade screen or on the north side of a rear shade screen. Chandler staff worked with its contractor to develop a lower-cost, small bus shelter that will provide shade from every angle while discouraging sleeping at bus stops.

Typical Medium Shelter

Small Shelter

Service and Fare Changes

Service Changes
The City of Chandler made changes to the following routes since the last Title VI update:

> **Route 156 – Chandler Blvd** – Added high frequency service during peak hours.
>
> **Route 541 Express –** Route was removed due to the decrease in ridership following rider behavior changes after the COVID-19 pandemic.

All service changes that equate to a change of greater than 25% of the route's existing service levels are evaluated to determine whether these changes have a discriminatory impact. Valley Metro conducts Title VI analysis on these service changes on behalf of the City of Chandler. Additionally, public meetings and public hearings are held to gather public feedback on these changes.

Please see the Valley Metro Title VI Program for more details on this Title VI analysis.

Fare Changes
There have been no fare changes since this Title VI Program was last updated. Any future fare changes to the fixed-route bus services will need to follow the public outreach and equity analysis as outlined in Valley Metro's Title VI Program.

Please see the Valley Metro Title VI Program for more details on Title VI analysis related to fare changes.

In accordance with the Federal Transit Administration's (FTA) Title VI requirements, the City of Chandler is committed to ensuring that any future fare changes for Chandler Flex are evaluated for their impact on minority and low-income populations.

Although no fare changes are currently planned, the city has established the following procedures to assess the equity of any proposed fare adjustments:

- **Equity:** Prior to implementing any fare changes, the city will evaluate if the proposed changes would result in disparate impacts on minority populations or disproportionate burdens on low-income populations.
- **Public Outreach:** The city may engage in a public outreach process to inform and solicit feedback from the community regarding any proposed fare changes, when applicable. This process will include methods to ensure inclusive participation.
- **Documentation and Reporting:** The results of any fare change analysis, along with documentation of any public outreach efforts will be included in the city's Title VI Program.

By adhering to these procedures, the City of Chandler aims to ensure that any future fare changes for Chandler Flex are implemented in a manner that is equitable and non-discriminatory.

City Council Memorandum **Government Relations & Transportation**
Policy Memo No. TP25-12

Date: March 24, 2025
To: Mayor and Council
Thru: Josh H. Wright, City Manager
Ryan Peters, Strategic Initiative Director
Jason Crampton, Transportation Planning Manager
From: Nancy Jackson, Transportation Planning Program Coordinator
Subject: Resolution No. 5874 Authorizing the execution of a license to use Salt River Project property, located at the Consolidated Canal between Germann Road and Chandler Boulevard, to conduct the annual City of Chandler Family Bike Ride

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5874 authorizing the execution of a license to use Salt River Project property, located at the Consolidated Canal between Germann Road and Chandler Boulevard, to conduct the annual City of Chandler Family Bike Ride.

Background:

The City of Chandler Family Bike Ride along the Paseo Trail began in 2009 and provides families an opportunity to exercise and celebrate bicycling for recreation and as a way to replace automobile trips to work, school and other locations. This year's community event will be held on Saturday, April 5, 2025, with an anticipated 300-350 residents participating in the 7.8 mile round-trip ride.

The City also continues to offer a virtual ride option, allowing participants to choose which event works best for them. Virtual participants are encouraged to safely ride with families and friends around their local parks, trails, and neighborhoods during the week of April 6-13, 2025. To develop a sense of community, participants are encouraged to share their experience with posts, pictures, and videos through their personal social media accounts and on the City's Facebook Event Page.

To facilitate the in-person event, SRP requires the City to enter into a license agreement for use of the canal property. The ride will start at the City's Park and Ride facility at 2100 S. Hamilton Street (adjacent to Tumbleweed Park), travel north to Tibshraeny Park at 270 N. Cottonwood Street (near Chandler Boulevard and Cooper Road), and then return to the Park and Ride facility. The Chandler Fire and Police departments, as well as many volunteers, will participate to ensure the event is fun and safe.

Attachments

Resolution No. 5874

SRP Special Use License

Family Bike Ride Map

RESOLUTION NO. 5874

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING A LICENSE AGREEMENT WITH THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT FOR THE USE OF PROPERTY LOCATED AT THE CONSOLIDATED CANAL FROM GERMANN ROAD TO CHANDLER BOULEVARD TO CONDUCT THE ANNUAL CITY OF CHANDLER FAMILY BIKE RIDE EVENT.

WHEREAS, the City of Chandler desires to conduct the annual City of Chandler Family Bike Ride Event on April 5, 2025, with in-person participants using a portion of the Salt River Project Agricultural Improvement and Power District ("SRP") Consolidated Canal from Germann Road to Chandler Boulevard; and

WHEREAS, SRP is willing to license the use of the designated area; and

WHEREAS, the City will use the canal to safely facilitate and conduct the event for the benefit of the general public; and

WHEREAS, the City and SRP have negotiated a License Agreement for such purpose.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. Approving the License Agreement between the City of Chandler and Salt River Project Agricultural Improvement and Power District, in the form attached as Exhibit "A".

Section 2. Authorizing the Mayor of the City of Chandler to execute the License Agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the Council of the City of Chandler, Arizona, this 27th day of March, 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the foregoing Resolution No. 5874 was duly passed and adopted by the Council of the City of Chandler, Arizona, at a regular meeting held on the 27th day of March, 2025, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

LICENSE TO USE SALT RIVER PROJECT PROPERTY

Subject to the following terms and conditions, **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an agricultural improvement district**, organized and existing under the laws of the State of Arizona (Licensor), hereby gives the undersigned, and **CITY OF CHANDLER** (Licensee) hereby accepts a revocable and nonassignable license (License) to enter upon and use property of Licensor at the following location(s) **CONSOLIDATED CANAL BETWEEN GERMANN ROAD AND CHANDLER BOULEVARD.**

TERMS AND CONDITIONS:

1. Licensee may use the Licensed Property for the following purpose and no other to conduct: **THE CITY OF CHANDLER FAMILY BIKE RIDE event on Saturday, April 5, 2025, between 6:00am and 11:30am on both sides of the Consolidated Canal from Germann Road to Chandler Boulevard.**

   ****Licensee shall not have any vehicles on the canal.**

   ****Licensee shall not have umbrellas, canopies, or tents on the canal.**

   ****Licensee shall not have any balloons on the canal.**

   **** Licensee shall be responsible for dust control issues.**

   **** Licensee is responsible for all crowd control and safety participants.**

   **** Licensee is aware that there are High Voltage Lines along the canal in this area.**

   **** Licensee shall not impede access to the Licensed Property or any canals and electrical equipment by SRP personnel and service vehicles.**

   **** Licensee shall not cause the introduction of any chemical substance or other pollutant into the waters of the canal.**

2. To the extent not prohibited by law or expressly excepted herein, Licensee, its successors and assigns ("Indemnitors"), shall indemnify, release, and hold harmless Licensor, Association and the United States of America ("Indemnitees") and the directors, officers, employees, agents, successors and assigns thereof, against and from any damage, loss or liability caused in whole or in part by Licensee, regardless of whether caused in part by Indemnitees or any of them, and suffered by Indemnitees as a result of any claim, demand, lawsuit or action of any kind, whether such damage or loss is to person or property, arising out of, resulting from or caused by: (a) the acts or omissions of Licensee, its agents, contractors, officers, directors, or employees; (b) Licensee's use or occupancy of the Licensed Property for the purposes contemplated by this License, including but not limited to claims by third parties who are invited or permitted onto the Licensed Property, either expressly or impliedly, by Licensee or by the nature of Licensee's improvement or other use of the Licensed Property pursuant to this License; (c) Licensee's failure to comply with or fulfill its obligations established by this License or by law. Such obligation to

indemnify shall extend to and encompass all costs incurred by Licensor in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. Indemnitors' obligation pursuant to this Section shall not extend to any damage, loss or liability as a result of any claim, demand, lawsuit or action of any kind, whether such damage, loss or liability is to person or property arising out of, resulting from or caused by the sole, exclusive acts or omissions of Indemnitees, their contractors, directors, officers, employees, agents, successors or assigns for which Licensor shall indemnify, release and hold harmless Indemnitors. Licensor's obligation to indemnify Indemnitors shall extend to and encompass all costs incurred by Indemnitors in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. The provisions of this Section shall survive termination of this License.

3. Licensee shall cause no construction or no installation of improvements upon the Licensed Property without prior written approval of Licensor.

4. In the event that Licensee fails to comply with any condition of this License or upon revocation or termination of this license by Licensor, Licensee shall remove at its cost, within ten (10) days after written notice, any improvements or installation placed on the Licensed Property pursuant to this License.

5. In the event Licensee fails to cure any default of performance of this License or to remove its property as specified above, Licensor may remove Licensee's improvements from the Licensed Property and any and all cost and expense incurred by Licensor thereby shall be chargeable to Licensee and payable within ten (10) days after a statement of such expense and cost has been mailed to Licensee at the address designated beneath its signature below. Licensee hereby releases Licensor, the United States of America, and the Salt River Valley Water Users' Association from all claims for damages resulting from such removal.

6. Licensee shall keep in good maintenance and repair the Licensed Property, and any improvement and installations situated thereon and shall maintain a neat public appearance for the Licensed Property.

7. Insurance:

    a. Without limiting any liabilities or any other obligations of Licensee, Licensee shall provide and maintain, and require its contractors and agents to provide and maintain, with forms and insurers acceptable to Licensor, and until all obligations under the License are satisfied, the minimum insurance coverages, as follows:

        i. Worker's compensation insurance to cover obligations imposed by applicable federal and state statutes and employer's liability insurance with a minimum limit of One Million and No/100 Dollars ($1,000,000.00).

        ii. Commercial general liability insurance with a minimum combined single limit of Two Million and No/100 Dollars ($2,000,000.00) each occurrence. The policy shall include coverage for bodily injury liability, property damage liability, personal injury liability, and contractual liability for liability assumed under this License. The policy shall contain a severability of interest's provision.

iii. Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than Two Million and No/100 Dollars ($2,000,000.00) each occurrence with respect to Licensee's vehicle, whether owned, hired, or non-owned, assigned to or used in the performance of the work.

b. The policies required by Sections 10(i) and 10(ii) hereof shall be endorsed to include Licensor, members of its governing bodies, its officers, agents and employees as additional insureds and shall stipulate that the insurance afforded for Licensor, members of its governing bodies, its officers, agents and employees shall be primary insurance and that any insurance carried by Licensor, members of its governing bodies, its officers, agents or employees shall be excess and not contributory insurance.

c. The Licensee shall require its contractors or agents to waive their rights of recovery and require their insurers providing the required coverages to waive all rights of subrogation against Licensor and members of its governing bodies, its officers, agents, and employees for matters arising out of this License.

d. Prior to commencing activities under this License, Licensee and its contractors shall furnish Licensor with Certificates of Insurance as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificates shall provide that not less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to Licensor addressed as follows:

Supervisor, Property Management, PAB10W
Salt River Project
P.O. Box 52025
Phoenix, Arizona 85072-2025

The insurance policies may provide coverages that include deductibles or self- insured retentions. Such deductibles or self-insured retentions must be declared to Licensor. Licensee and its contractors shall be solely responsible for deductibles and/or self-insured retentions, and SRP, at its option, may require Licensee to secure the payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

8. Licensee hereby assumes and accepts all liability and responsibility for initiation and completion of response, cleanup, and corrective and remedial action, and the cost thereof, required on the Licensed Property and any other affected premises due to any action taken during use of the Licensed Property that results in release of any hazardous substance within the meaning of the Federal Comprehensive Environmental Response, Compensation and Liability Act - 42 U.S.C. § 9601 et seq., or the Arizona Environmental Quality Act - A.R.S. § 49-101 et seq., as such laws have been or are amended from time to time, or regulated substance within the meaning of Subtitle I of the Federal Resource Conservation and Recovery Act (Underground Storage Tanks) - 42 U.S.C. § 6991 et seq., or the Arizona Underground Storage Tank Law - A.R.S. § 49-1001 et seq., as such laws have been or are amended from time to time. This Section 8 shall survive termination of this License.

9. This License may be terminated by Licensor at any time upon twenty-four hours' notice to Licensee, or in the event of a breach of any provision herein, such termination shall be effective immediately upon notice to Licensee.

10. Licensee shall comply with all requirements of all statutes, acts, ordinances, regulations, codes, and standards of legally constituted authorities with jurisdiction applicable to Licensee's use of the Licensed Property. Licensee shall obtain or cause to be obtained at its expense, all permits, approvals, and authorizations required by Licensee's actions pursuant to this License.

11. THIS LICENSE IS NOT TO BE CONSTRUED OR INTERPRETED AS EXCLUSIVE IN ANY WAY, OR AS A "RESERVATION" OF THE LICENSED PROPERTY. THE CANAL BANKS ARE AT ALL TIMES TO REMAIN OPEN FOR PUBLIC RECREATIONAL AND OTHER AUTHORIZED USES. LICENSEE SHALL TAKE NO ACTION OR CONDUCT ITS ACTIVITIES IN A MANNER WHICH OBSTRUCTS OR IMPEDES THESE OTHER USES OF THE CANAL BANK.

LICENSOR:	**LICENSEE:**
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT	**CITY OF CHANDLER**
LAND DEPARTMENT	
Date:	Date:

CHANDLER FAMILY BIKE RIDE
Tibshraeny Park
CHANDLER BL
MCQUEEN RD
PECOS RD
MCQUEEN RD
COOPER RD
LOOP 202 - SAN TAN
Park and Ride
2100 Hamilton St
Chandler, AZ 85286
GERMANN RD
Tumbleweed Park
Consolidated Canal
N
START AND FINISH
TURN AROUND/ REST AREA
BIKE EVENT ROUTE

City Council Memorandum **Government Relations & Transportation**
Policy Memo No. TP25-11

Date: March 24, 2025
To: Mayor and Council
Joshua H. Wright, City Manager
Thru: Ryan Peters, Strategic Initiatives Director
Jason Crampton, Transportation Planning Manager
From: Hezequias Rocha, Transportation Planning Program Coordinator
Subject: Resolution No. 5875, Authorizing a Grant Application for, and Acceptance of Grant Funds from, the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program in the Amount of $90,000.

Proposed Motion:

Move City Council pass and adopt Resolution No. 5875, authorizing a grant application for and acceptance of grant funds from the Section 5310 federal grant program in the amount of $90,000.

Background/Discussion

The Section 5310 Federal Grant Program was first established as part of the Fixing America's Surface Transportation (FAST) Act. The Bipartisan Infrastructure Law (BIL), also known as the Infrastructure Investment and Jobs Act (IIJA), authorizes funding for surface transportation programs, infrastructure planning, and investments of the U.S. Department of Transportation, providing continuation of funding for the 5310 program. The IIJA made an estimated $1.8 million available in the current federal fiscal year for programs and services that improve mobility for seniors and individuals with disabilities by providing alternatives to traditional public transportation services in the Phoenix-Mesa-Scottsdale Urban area.

Resolution No. 5875 would authorize the city to apply to the Maricopa Association of Governments for the Section 5310 grant program and receive funding. If awarded, the city would leverage federal funding to cover trip costs for seniors and individuals with disabilities, resulting in cost savings for the city that could

potentially be applied toward enhancing the Chandler Flex service.

This grant application requests $90,000 in federal funding. The local match for the city would be $90,000, which is included in the proposed FY 2025-26 budget.

Attachments

Resolution 5875

RESOLUTION NO. 5875

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING A GRANT APPLICATION TO, AND ACCEPTANCE OF GRANT FUNDS FROM, THE MARICOPA ASSOCIATION OF GOVERNMENTS SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM IN THE AMOUNT OF $90,000.

WHEREAS, the Chandler Flex (microtransit) service provides an alternative form of public transportation in the City of Chandler; and

WHEREAS, the Maricopa Association of Governments Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program provides federal funding to improve mobility for seniors and individuals with disabilities that the Chandler Flex service can use to enhance the trips serving these populations; and

WHEREAS, the City of Chandler's Transportation Planning staff have prepared a Section 5310 grant application requesting $90,000 in federal funding for the Chandler Flex service; and

WHEREAS, if a grant is awarded, the City of Chandler will be required to contribute non-federal funds up to $90,000 as a local match; and

WHEREAS, City staff have determined that the City can comply with the terms of the grant if awarded.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. Authorizing the City of Chandler's Transportation Planning staff to submit this Resolution and the Section 5310 grant application materials to the Maricopa Association of Governments.

Section 2. Authorizing the City Manager or his designee(s) to execute the grant application, grant disclosure forms, and grant agreement, and take such actions necessary to comply with the terms of the grant and perform all acts necessary to give effect to this Resolution.

Section 3. Authorizing the acceptance of the Section 5310 grant funds up to the maximum amount awarded and authorizing the City of Chandler to contribute local funds up to the amount of $90,000 as a local match.

PASSED AND ADOPTED by the Council of the City of Chandler, Arizona, this _____ day of March, 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the foregoing Resolution No. 5875 was duly passed and adopted by the Council of the City of Chandler, Arizona, at a regular meeting held on the ___ day of March, 2025, and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

CHANDLER arizona
Community of Innovation

City Council Memorandum Community Services Memo No. N/A

Date:	March 24, 2025
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO John Sefton, Community Services Director
From:	Corey Povar, Assistant Director
Subject:	Purchase of Landscape Sprinkler and Irrigation Supplies

Proposed Motion:

Move City Council approve the purchase of landscape sprinkler and irrigation supplies, from Ewing Irrigation Products, Inc.; Horizon Distributors, Inc.; and Sprinkler World of Arizona, Inc.; utilizing the City of Scottsdale Contract No. 22PB016, and with Ewing Irrigation Products, Inc.; and Horizon Distributors, Inc.; utilizing the City of Mesa Contract No. 2025088, in a combined amount not to exceed $350,000.

Background/Discussion:

The City of Chandler's Parks Operations and Maintenance Division purchases a variety of plumbing and irrigation supplies for use in its parks and other landscaped maintenance areas (e.g. fire stations, police stations, aquatic centers, and rights of way). Under this agreement, staff also has the ability to purchase items directly from the contracted suppliers. Products available under this agreement include couplings, faucets, filters, PVC pipes, sprinklers, toilet repair kits, and valves.

In addition to the Community Services Department, this item includes $50,000 for use by the Public Works & Utilities Department for landscape and irrigation product needs.

Evaluation:

The City of Scottsdale competitively solicited and awarded contracts for landscape sprinkler and irrigation supplies with Ewing Irrigation Products, Inc.; Horizon Distributors, Inc.; and Sprinkler World of Arizona, Inc. The City of Mesa competitively solicited and awarded contracts for landscape sprinkler and irrigation supplies with Ewing Irrigation Products, Inc. and Horizon Distributors, Inc. The City has current agreements with the City of Mesa and City of Scottsdale allowing for the cooperative use of the contracts. Staff recommends use of these contracts because of competitive pricing and quality customer service. The City of Scottsdale contract is valid through April 27, 2025, with renewal options through 2027. The City of Mesa contract is valid through January 12, 2026.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.4530.5420	General Fund	N/A	$120,000	N
101.4530.5410	General Fund	N/A	$180,000	N
101.3300.5420	General Fund	N/A	$9,000	N
215.3300.5420	Highway User Revenue	N/A	$41,000	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Community Services Memo No. CP25-090

Date: March 24, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
John Sefton, Community Services Director
Daniel Haskins, Capital Projects Division Manager
From: Alyssa Siqueiros, Construction/Design Project Manager
Subject: Professional Services Agreement No. PR2401.202, with J2 Engineering & Environmental Design, LLC, for the Mesquite Groves Park Design Services

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Proposed Motion:

Move City Council Award Professional Services Agreement No. PR2401.202 to J2 Engineering & Environmental Design, LLC, for the Mesquite Groves Park Design Services, in an amount not to exceed $4,731,605.

Background/Discussion:

In 2002, the City of Chandler purchased 100 acres on the northwest corner of Val Vista Drive and Riggs Road for the development of a future community park (Mesquite Groves). In 2008, the Mesquite Groves Aquatic Center (5901 S. Hillcrest Dr.) was constructed on approximately 10 acres of the park site. With the population and development in southeast Chandler steadily increasing over the years, additional recreational facilities are needed in this area of the city. Additionally, the Parks Strategic Master Plan (2021) identified the development of Mesquite Groves Park as a high priority and was one of the most requested items in a survey of residents.

In 2009, the city developed a conceptual master plan for the park site. In January 2024, the City Council approved a professional services agreement with J2 Engineering & Environmental Design to review the existing master plan and update it to meet the current needs of the city.

As with all City of Chandler park development/renovation projects, public meetings

played an important role in assuring that the ideas, issues, and or concerns of Chandler residents are heard and reflected in the updated Mesquite Groves Park Master Plan. Two public meetings were held as part of the master plan update process: one in October 2024 and another in February 2025. This project will use the revised master plan to develop the overall park design documents.

The park will be constructed in three phases. The project scope of work consists of the development of construction documents, which includes civil site improvements, traffic infrastructure, lighted sports courts and fields, hardscape elements, landscape and irrigation, new playground equipment, skate park design, architectural design, dog park, fishing lake and associated recirculation system, shade structures and ramadas, and other park elements. Along with the construction documents, this agreement will include opinions of probable cost, phasing plans and coordination, public outreach, and various stakeholder coordination meetings. The agreement completion time is 800 calendar days following Notice to Proceed.

Evaluation:

The selection process was conducted in accordance with city policy and procedure and state law. Staff recommends award to J2 Engineering & Environmental Design, LLC, based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Financial Implications:

The professional services agreement for the Mesquite Groves Park Design Services will be paid by three capital (CIP) programs, including Mesquite Groves Park Site Phase 1 (6PR396), Phase 2 (6PR398), and Phase 3 (6PR399). Phase 1 is funded by the Parks Southeast Impact Fee, with partial funding from savings on the completed Lantana Ranch Park (6PR629) in the amount of $500,000 to provide sufficient appropriation to the Phase 1 program to cover its $2,900,000 share of the total expenditure and to ensure that the City complies with the A.R.S. 9-463.05 requirement to spend impact fees within 10 years of collection. Phases 2 and 3 will be funded by Park Bond funds.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N

427.4580.5219.6PR396	Parks SE Impact Fees	Mesquite Groves Park Site	$2,900,000.00	Y
420.4580.5219.6PR398	Park Bond Fund	Mesquite Groves Park Site Phase 2	$915,802.50	Y
420.4580.5219.6PR399	Park Bond Fund	Mesquite Groves Park Site Phase 3	$915,802.50	Y

Attachments

Agreement

Mesquite Groves Master Plan

Location Map

PROFESSIONAL SERVICES AGREEMENT
Design Services
MESQUITE GROVES PARK
Project No. PR2401.202
Council Date: March 27, 2025

This Agreement ("Agreement") is made and entered into on the _____ day of_____, 2025 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **J2 Engineering & Environmental Design, LLC,** an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide **Design Services** for **Mesquite Groves Park** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to enter into an Agreement with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **800** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **$4,731,605** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.Haskins@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: **Alyssa Siqueiros,** Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: Alyssa.Siqueiros@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	J2 Engineering & Environmental Design, LLC
	Mailing Address:	4649 East Cotton Gin Loop, Suite B2, Phoenix AZ 85040
	Physical Address:	4649 East Cotton Gin Loop, Suite B2, Phoenix AZ 85040
	Statutory Agent Name:	James P. O'Sullivan
	Statutory Agent Mailing Address:	2525 East Camelback Road, 7th Floor, Phoenix AZ 85016
	Statutory Agent Physical Address:	2525 East Camelback Road, 7th Floor, Phoenix AZ 85016
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Jeffrey Velasquez
	Title:	Vice President
	Phone:	602-438-2221
	Email:	jvelasquez@j2design.us

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final Agreement payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its Agreements with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the

accuracy of all cost and pricing data. City reserves the right to decrease Agreement price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section Ill of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section Ill of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("lndemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("lndemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify lndemnitee from and against any and all Claims, except those arising solely from lndemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against lndemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or

compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding an Agreement to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding an Agreement to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of Agreement award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other Agreement with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession

and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject

matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Subconsultant Documents with Consultant (if applicable)
Exhibit F - Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

5.44 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.45 License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
J2 ENGINEERING & ENVIRONMENTAL DESIGN, LLC

Signature 2-19-25 Date

Jeffrey Velasquez
Print NAME

Principal
Title

jvelasquez@j2design.us
Signer Email Address

EXHIBIT “A”
SCOPE OF SERVICES/SCHEDULE

J2 Engineering and Environmental Design, LLC
4649 E. Cotton Gin Loop, B2 Phoenix, AZ 85040
602.438.2221 www.j2design.us

February 10, 2025

Alyssa Siqueiros
Design Project Manager
City of Chandler Capital Projects
215 E. Buffalo Street
Chandler, AZ 85225

Re: PR2401.202 – Mesquite Groves Park Final Design

Alyssa,

J2 Engineering and Environmental Design, LLC (J2 Design) is pleased to provide professional final design services for the PR2401.202 Mesquite Groves Park project. This scope of services is based upon our understanding of the project from the master planning and public input process, as well as the scope memorandum and comments received from City of Chandler on January 9, 2025. J2 will serve as the prime consultant for the project.

Project Understanding: The City of Chandler will be developing the 90-acre Mesquite Groves Park site near the corner of Riggs Road and Val Vista Drive, just north of Basha High School. It is J2's understanding that the site will be constructed in three phases of approximately 30 acres each. The project will be designed at one time by the design team, with considerations for phased construction development.

The project will be delivered via the Construction Manager at Risk (CMAR) delivery method. The design team anticipates producing multiple GMP (gross maximum price) deliverable packages in order to streamline construction activities.

Current construction funding has been set up by the City for a Phase One build. Phases Two and Three may be constructed if the City's intended Parks Bond initiative is successful in the Fall of 2025. Construction will most likely be phased, but phasing limits are not known at this time. Post-design services are not included with this fee proposal; Post-design services may be added at a later date as requested by City of Chandler.

Our estimated **Not-to-Exceed** fee for this project is as follows.

AS

J2 Engineering and Environmental Design, LLC
4649 E. Cotton Gin Loop, B2 Phoenix, AZ 85040
602.438.2221 www.j2design.us

Design:

J2 Design (project mgmt. / landscape architecture / site civil eng.)	$2,567,927.00
Action Sports Design (skate park / cycle track)	$182,000.00
DLR Architecture (restroom buildings, ramadas, enclosures)	$695,000.00
Ethos Engineering (structural / geotechnical)	$93,107.00
Lisa Ranzenberger (signage / wayfinding)	$10,788.00
Nfra, Inc. (roadway civil and utilities)	$315,750.00
Wright Engineering (electrical engineering & lighting)	$172,850.00
Subtotal Design:	**$4,037,422.00**

Allowances:

City of Chandler Owner's Allowance	$400,000.00
Utility Potholing	$4,500.00
MCESD Submittal Requirements and Fees	$20,000.00
Phasing Package Sets for Phases Two and Three	$100,000.00
Architectural Additions to Scope as Needed	$75,000.00
Structural Retaining Wall Design	$11,555.00
Structural Entry Monument Design	$10,128.00
Traffic Circle Consultation as Needed (TBD)	$10,000.00
Additional Public Outreach as Needed (MakPro / J2)	$30,000.00
Additional Meetings as Needed	$10,000.00
Architectural Food Service Consultant for Concessions as Needed	$10,000.00
Legal Descriptions & Exhibits for Easements / TCE's	$5,000.00
Lake Water Quality Design (Aquatic Consulting & Testing)	$8,000.00
Subtotal Allowances:	**$694,183.00**

Total Design and Allowances: $4,731,605.00

Thank you for the opportunity to provide professional services on this landmark project and for the ability for J2 to serve the City of Chandler once again. Please contact me if you have any questions.

Sincerely,

Jeffrey Velasquez, PLA, ASLA
Principal Landscape Architect
jvelasquez@j2design.us
m 480.720.0858

cc: Mickey Ohland, Kurt Hoffman, City of Chandler

AS

J2 Engineering and Environmental Design, LLC
4649 E. Cotton Gin Loop, B2 Phoenix, AZ 85040
602.438.2221 www.j2design.us

PR2401.202 Mesquite Groves Park

Scope of Services: Design

Based on City Staff and Public Input, the program for the Mesquite Groves Park site is anticipated to be:

- 2 to 3 multi-use fields
- 3 to 4 diamond fields
- A 2-zone dog park
- Skate Park with Cycle/Pump-Track
- 6 Post-Tension Pickleball Courts
- 2 Post-Tension Basketball Courts
- 2 to 6 Sand Volleyball Courts
- Splash Pad with Recirculated Water System
- Major Destination Inclusive Playground
- Secondary Inclusive Playground at Multi-Use Field Area
- Possible Small Playground at Diamond Field Plaza
- 4 to 5-Acre Fishing Lake with Pump Enclosure including Pumps, Wet Well, Water Feature, and Recirculation System
- Maintenance Yard with Storage and Small Office Building (similar to the maintenance yard at Veterans Oasis Park in Chandler)
- 2 Restroom-Concession Buildings
- 2 Standard Restroom Buildings
- Possible cricket field overlayed on the multi-use fields
- Picnic Ramadas
- Large Destination Ramadas
- Soft-surface Jogging Trails and Concrete Paths
- Possible exercise nodes
- Area for a possible future 25,000 square foot recreation center
- Area for a possible future air-nasium or field house
- Parking lots and park roadway
- Lighting and electrical improvements, including sports lighting
- Traffic signal at Val Vista Drive, including coordination with Town of Gilbert
- Fabric shade structures
- Site amenities (benches, bike racks, drinking fountains)
- Utility infrastructure
- Possible undergrounding of part of the RWCD canal along Cloud Road alignment
- Landscape and Irrigation with Central Controllers

AS

Task 100: Site Investigation

J2 will attend a kick-off meeting with key stakeholders on the project. J2 will attend a site visit with the team.

Note: Site Survey was competed as part of the PR2401.201 master plan agreement. Survey of sanitary sewer pipe inverts and manhole depths is to be completed under that master plan agreement as well.

J2 will request as-builts and previous geotechnical and drainage reports from the City associated with the site and surrounding areas to review.

J2 Team will request a bluestake design ticket to identify utilities within the area and request mapping for those affected utilities.

J2 will coordinate the geotechnical investigation, including agronomy testing.

Meetings:

- Kick-off Meeting - One (1) meeting. This meeting is anticipated to be two (2) hours in duration. J2 will have five (5) representatives at this meeting.
- Site Visit - One (1) meeting. This meeting is anticipated to be three (3) hours in duration. J2 will have six (6) representatives at this meeting.

Deliverables:

- Geotechnical Report, to include recommendations for building sites, pavement zones, and lake area

Task 200: Public Involvement

J2 will prepare public presentation boards and attend a public meeting to update the surrounding community on design status. J2 anticipates that this meeting may occur sometime around the 60% design submittal stage. J2 will provide presentation boards for the public meeting. City of Chandler will be responsible for securing meeting locations and rooms. J2 is carrying an allowance for public involvement assistance from MakPro, as needed. Should MakPro's services be approved by City of Chandler, MakPro will provide all meeting notification advertisement mailers for the public.

Deliverables: For the public meeting *(exact deliverables may vary depending upon the final approved engagement strategy)*

- One (1) Plan View Presentation Board portraying the project improvements on an aerial background (estimated 36"x48" board size).

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- One (1) Supplemental Presentation Board (24"by 36") with additional graphic images such as sections, elevations, perspectives, and hardscape elements, as required, to portray the key elements or features of the project to the public
- Video Fly Through on a loop

Meetings:

- Public Meeting – One (1) meeting. This meeting is anticipated to be three (3) hours in duration. J2 will have three (3) representatives at the meeting.
- Note: this public meeting task may be substituted for a Parks Commission or other meeting as required by City of Chandler if a public meeting is not required.

Task 300: Design Development: Advanced Concepts

J2 will develop advanced concepts for specific areas of the project for various elements and amenities throughout the park. The J2 team will work collaboratively with COC staff to develop these advanced concepts. Areas of focus for these concepts will include, but will not be limited to: playgrounds, splash pad, shade elements, lake zone, parking areas, sports facilities, entry monuments, architecture, traffic circle, traffic calming measures, circulation patterns, landscape palette, hardscape materials, lighting, and the other COC and community-desired program elements. J2 will develop concept plans and sketches in a 3D model utilizing a combination of CAD, Sketchup, and Lumion software – in addition to photoshop, cad and hand-drawn sketches. Where appropriate, J2 will extract various perspective views from the 3D models to portray design intent.

After receiving input on the preliminary advanced concept designs, J2 will refine the concepts with COC input. J2 will continue to develop a video flythrough rendering of the park showing the proposed amenities. The refinements from Task 300 will be utilized in the construction documents preparation to follow in Task 400

Deliverables:

- Preliminary Advanced Concepts (24"x36")(PDF) Plan and Perspective Views – Up to thirty (30) design elements.
- Refinements of Advanced Concepts (24"x36")(PDF) Plan and Perspective Views – Up to thirty (30) design elements.
- Flythrough Video (mp4) in Lumion/Sketchup.

Task 400 – Construction Documents (30%, 60%, 95%, and Final)

J2 will develop construction documents, and provide staged submittals at the 30%, 60%, 95%, and Final levels of completion. J2 will submit one (1) full-size hard copy set of plans at each stage to COC Parks Office for review. Final approved plans will be used by the CMAR to provide their final GMP. J2 will also submit a Pre-Tech Review Package of project elements to COC at the 30% review stage to facilitate design review coordination with COC staff. Pre-Tech Package is anticipated to contain thirty (30) full-size 24"x36" sheets.

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The Design plans developed by J2 are anticipated to include the following:

1. Overall Project Cover Sheet
2. General Notes Sheet
3. Legends and Abbreviations Sheet
4. Master Sheet Index
5. Plan Key Map Sheet
6. Site Plan
7. Fire Access Plan
8. Quantities Summary Sheet
9. Storm Water Management Plans and Details
10. Coordinate Geometry Plans
11. Coordinate Geometry Control Tables
12. Lake and Pump Plans and Details
13. Mass Grading Plans (early GMP)
14. Final Grading Plans (secondary GMP)
15. Grading Enlargement Plans
16. Grading Enlargements
17. Grading Typical Sections Sheets
18. Parking Lot Paving Plans
19. Dry Utility Coordination
20. Site Civil Details
21. Storm Drain Plan & Profile Sheets
22. Hardscape Summary and Quantity Sheets
23. Hardscape Plans and Details
24. Hardscape Enlargement Plans
25. Landscape Summary/Gen Notes/Quantity Sheet
26. Landscape Plans and Details
27. Irrigation Summary/Gen Notes/Quantity Sheets
28. Irrigation Plans and Details
29. Irrigation Mainline Plans and Wire Diagram Sheets
30. Site Electrical Plans and Details (By Subconsultant)
31. Traffic Signal Plans and Details (By Subconsultant)
32. Site Structural Plans and Details (By Subconsultant)
33. Building and Pump House Architectural Plans and Details, including MPE & Structural (By Subconsultant)
34. Signing and Marking Plans and Details (By Subconsultant)
35. Wet Utility Plans and Details (By Subconsultant)
36. Roadway Plans and Details (By Subconsultant)

Construction document sheets will utilize the City of Chandler standard border and at full-size will be 24”x36”. Plan view sheets will be at 1”=20’ scale, 1” =40’ scale, and enlargements at

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scales appropriate for public works construction. It is assumed that the site will be covered by twenty-six (26) plan view sheets at 20-scale and thirteen (13) sheets at 40-scale. The construction document set, including cover sheet, plan sheets, and detail sheets is anticipated to contain three hundred fifty-seven (357) sheets produced by J2.

J2 will participate in Value Engineering and Cost Reconciliation Efforts at each design deliverable stage.

J2 will develop Technical Specifications/Special Provisions for the project improvements starting at the 60% staged submittal and each subsequent submittal.

J2 will develop an Opinion of Probable Construction Cost for the project improvements starting at the 60% staged submittal and each subsequent submittal. Cost estimates will be broken out based on project phases beginning with 60% submittal stage.

J2 will develop a draft and final drainage report for on-site improvements.

J2 and subconsultants will conduct utility coordination in conjunction with CMAR and City. J2 will conduct dry utility design coordination (telecom, fiber-optic, and other communication coordination, as well as natural gas coordination as required).

Deliverables:

- Design Plans (30%, 60%, 95%, Final), one (1) full-size PDF set
- Pre-Tech Review Package in Conjunction with 30% Submittal, one (1) full-size PDF set
- Specifications (60%, 95%, Final), one (1) PDF set
- Opinion of Probable Construction Cost (30%, 60%, 95%, Final), one PDF set w/ excel spreadsheet
- Drainage Report (Draft and Final), one (1) PDF set

Task 500: Design Meetings

J2 anticipates an 18-month design schedule, inclusive of pre-design and final design tasks. J2 will attend bi-weekly design meetings for a total of thirty-six (36) meetings over the course of the 18 months. Each meeting is anticipated to be two (2) hours in duration. J2 will have four (4) representatives at each meeting and will provide and distribute meeting minutes after the meetings.

J2 will attend comment resolution meetings after each submittal for a total of four (4) meetings. Each meeting is anticipated to be three (3) hours in duration. J2 will have four (4) representatives at each meeting and will provide and distribute meeting minutes after the meetings.

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J2 will attend Design Specialty / Focus Group meetings to obtain input from various user groups. The following focus groups are anticipated:

- Buildings and Maintenance Yard
- Skate Park / Pump Track (2 meetings)
- Landscape Materials
- Irrigation Materials and Practices
- Splash Pad
- Inclusive Playground
- Special Events
- Site Electrical
- Utilities / MUD
- Signage and Wayfinding
- Concessions
- Local Sports User Groups
- High School / CUSD
- Public Safety (Police and Fire Review)
- Planning Department

Each specialty / focus group is anticipated to have two (2) meetings, including follow-up, for a total of thirty (30) meetings. Each meeting is anticipated to be three (3) hours in duration. J2 will have four (4) representatives at each meeting and will provide and distribute meeting minutes after the meetings.

J2 will attend Value Engineering and Cost Reconciliation Meetings with City and Contractor. It is assumed that there will be eight (8) meetings, with each meeting being two (2) hours in duration. J2 will have four (4) representatives at each meeting and will provide and distribute meeting minutes after the meetings.

Design Allowances

The following allowances may only be utilized if authorized in advance by the City. These allowances will not be authorized until a full modified scope is known and may need to be increased if the required scope exceeds the established allowance amount. The following allowances have been established for this project:

City of Chandler Owner's Allowance: An allowance has been established to procure additional design services should the City choose to add or adjust scope or design efforts beyond this original level of involvement.

Utility Potholing: An allowance has been established to procure utility potholing services as needed to cover any initial potholing required prior to selection of the CMAR.

Maricopa Environmental Services Department (MCESD) Submittal Requirements and Fees: An allowance has been established to pay for the expedited permit review fees that will be

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charged by MCESD for design features (splash pad, water line, sewer lines, reclaimed water) review and approval. This allowance amount assumes that J2 Team will prepare documentation for splash pad variances for No Fencing and No Lifeguard. This allowance has also been established to provide various reports, graphics or plan modifications based on MCESD requirements and comments on the plans.

Phasing Package Sets for Phases Two and Three: An allowance has been established to break the project into phased construction plan sets and/or multiple GMP packages in order to address budget or schedule constraints.

Architectural Additions to Scope as Needed: An allowance has been established to add additional buildings or modified architectural scope beyond the original assumptions.

Structural Retaining Wall Design: An allowance has been established to add structural retaining wall design and calculations as needed for playgrounds, splash pad, or other park amenities.

Structural Entry Monument Design: An allowance has been established to add structural entry monument design and calculations as needed for the park site.

Traffic Circle Consultation as Needed (TBD): An allowance has been established to add traffic circle engineering consultation as needed for the park. Note: NFra will provide the civil engineering design of the traffic circle; the allowance will cover a third-party specialist if required.

Additional Public Outreach as Needed (MakPro / J2) : An allowance has been established to provide additional public outreach as needed for the project. MakPro or J2 may perform the outreach based on City requirements.

Additional Meetings as Needed: An allowance has been established to provide additional meetings as needed for the project.

Architectural Food Service Consultant for Concessions as Needed: An allowance has been established to provide for an architectural food service consultant if needed. This consultant would provide input and coordination on food types and concession building requirements.

Legal Descriptions & Exhibits for Easements / TCE's: An allowance has been established to provide legal descriptions and exhibits for temporary construction easements and /or other easements as needed for the project.

Lake Water Quality Design (Aquatic Consulting & Testing): An allowance has been established to provide lake water quality design consulting by Dr. Rick Amalfi of Aquatic Consulting & Testing, as needed for the project.

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General Project Understanding:

COC shall designate a person for the project to act as the Client's representative with respect to the services to be performed or furnished by the Design Team under this agreement. Such person, department, or committee shall have complete authority to transmit instructions, receive information, interpret, and define the Client's policies and decisions with respect to the Design Team's services for the Project. COC shall also provide key team personnel to be available in coordination meetings including operations and plan review representatives.

COC shall make available to the Design Team all existing available data and records relevant to the site.

COC shall approve in a timely manner all criteria and information as to Client's requirements for the Project including planning objectives and constraints, performance requirements, any budgetary limitations, and the submittal by the Design Team at the various phases and GMP's of the project.

COC shall furnish to the Design Team, upon the request of the Design Team for performing the services, any existing pertinent data prepared by or services of others, including electronic base maps, drawings of physical conditions in or relating to existing surface or subsurface utilities or structures within the planning area, hydrographic surveys, environmental, biological, or cultural assessments, impact statements, and other relevant environmental, biological, or cultural studies pertaining to the project.

COC shall give prompt notice to Design Team whenever Client observes or otherwise becomes aware of any development that affects the scope of services or the time schedule of the Design Team.

COC warrants and represents that members of the Design Team have the right to enter upon the real property involved herein, and extends this right to J2. The Design Team agrees to exercise due care in the performance of all services pursuant hereto.

The Design Team has provided no environmental, biological, or cultural investigations on this site/project, has no knowledge of any adverse environmental, biological, or cultural conditions on the site/project, and is not responsible for and has no liability for any such condition should one be found. It is the responsibility of the COC to investigate and make these environmental, biological, or cultural determinations based on the best knowledge and information available at the time of this project. Clearance to begin work shall be given prior to directing or ordering the preparation of any engineering documents.

The Design Team provides construction documents in full or in part freehand drafting and electronic CAD format. Any electronic files provided are for information and convenience

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purposes only and the final approved/sealed hard copy plans shall prevail. All construction documents will be developed to the COC design and construction standards and specifications.

Design Assumptions and Exclusions:

1. Boundary Survey or ALTA Survey is not included in this scope of services.
2. COC will provide all existing as-built information to J2.
3. The Design Team has not included any re-platting, or rezoning efforts in this scope of services.
4. The Design Team is not providing or producing any 404/408 Permits or 404/408 Applications nor are we providing any environmental, cultural, or biological investigations or clearances (Categorical Exclusions, NEPA type documents).
5. Reproduction of all hard copy sets shall be paid by others and has not been included in this scope or proposal. One (1) hard copy set of plans shall be delivered by J2 to Parks Department for review at each submittal stage (30%, 60%, 95%, and Final).
6. The Design Team is not providing the cost for permitting fees for this project, beyond the allowance established for MCESD fees. All permitting fees will be paid by City.
7. This scope of services does not include the design of any construction sequencing or traffic control plans.
8. This scope of services assumes an eighteen (18) month design schedule.
9. For public meeting(s), COC will be responsible for securing a meeting room and location. J2 is carrying an allowance for public involvement assistance from MakPro, as needed. Should MakPro's services be approved by City of Chandler, MakPro will provide all meeting notification advertisement mailers for the public.

We would expect to start our services promptly after receipt of a Notice to Proceed, and complete our services in a timely manner. This Exhibit represents the entire understanding of the Scope of Work as set out herein and may only be modified in writing signed by both parties.

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The J2 team scope of work is based upon this conceptual master plan exhibit, which is current as of February 2025.

Mesquite Groves Park
Conceptual Master Plan

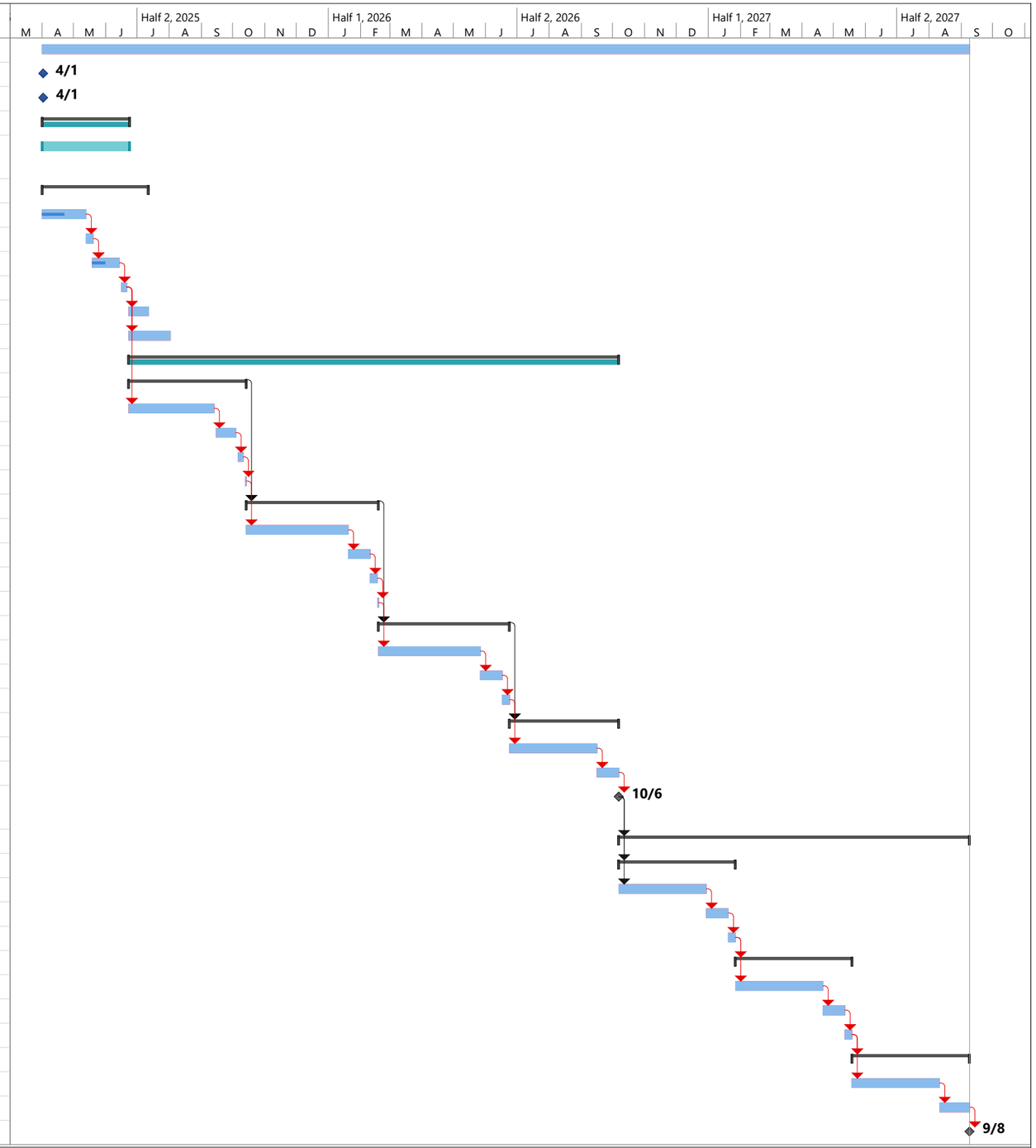
February, 2025

CHANDLER arizona | Community Services Parks & Recreation
DISCOVER. IMAGINE. GROW.

J2 Design

PR 2401.202 Mesquite Groves Park - Preliminary Schedule (Combined Phase 1&2)

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**Mesquite Groves Park Design**	**637 days**	**Tue 4/1/25**	**Wed 9/8/27**	
2		**Notice to Proceed**	**1 day**	**Tue 4/1/25**	**Tue 4/1/25**	
3		**Kickoff Meeting**	**1 day**	**Tue 4/1/25**	**Tue 4/1/25**	
4		**Site Investigation**	**60 days**	**Tue 4/1/25**	**Mon 6/23/25**	
5		Geotechnical Report, Site Survey, Site Investigation, Utilites Mapping	60 days	Tue 4/1/25	Mon 6/23/25	
6		**Preliminary Advanced Concepts**	**74 days**	**Tue 4/1/25**	**Fri 7/11/25**	
7		Preliminary Advanced Concepts	30 days	Tue 4/1/25	Mon 5/12/25	
8		Agency Review	5 days	Tue 5/13/25	Mon 5/19/25	7
9		Refinements of Advanced Concepts	20 days	Mon 5/19/25	Fri 6/13/25	8
10		Agency Review	5 days	Mon 6/16/25	Fri 6/20/25	9
11		Flythough Video	15 days	Mon 6/23/25	Fri 7/11/25	10
12		**Park Phasing Analysis**	30 days	Mon 6/23/25	Fri 8/1/25	10
13		**Phase 1 and 2 Park Design (Phase Area TBD)**	**337 days**	**Mon 6/23/25**	**Tue 10/6/26**	
14		**30% Construction Documents (Total Site)**	**81 days**	**Mon 6/23/25**	**Mon 10/13/25**	
15		30% Park Design	60 days	Mon 6/23/25	Fri 9/12/25	10
16		Agency Review	15 days	Mon 9/15/25	Fri 10/3/25	15
17		Comment Resolution	5 days	Mon 10/6/25	Fri 10/10/25	16
18		**CMAR Selection**	1 day	Mon 10/13/25	Mon 10/13/25	17
19		**60% Construction Documents**	**91 days**	**Tue 10/14/25**	**Tue 2/17/26**	**14**
20		60% Park Design	70 days	Tue 10/14/25	Mon 1/19/26	18
21		Agency Review	15 days	Tue 1/20/26	Mon 2/9/26	20
22		Comment Resolution	5 days	Tue 2/10/26	Mon 2/16/26	21
23		Public Outreach/Meeting	1 day	Tue 2/17/26	Tue 2/17/26	22
24		**95% Construction Documents**	**90 days**	**Wed 2/18/26**	**Tue 6/23/26**	**19**
25		95% Park Design	70 days	Wed 2/18/26	Tue 5/26/26	23
26		Agency Review and First Permit Review	15 days	Wed 5/27/26	Tue 6/16/26	25
27		Comment Resolution	5 days	Wed 6/17/26	Tue 6/23/26	26
28		**Final Construction Documents**	**75 days**	**Wed 6/24/26**	**Tue 10/6/26**	**24**
29		Final Park Design	60 days	Wed 6/24/26	Tue 9/15/26	27
30		Agency Review and Second Permit Review	15 days	Wed 9/16/26	Tue 10/6/26	29
31		Phase 1 and 2 Design Completed - Ready for Construction	0 days	Tue 10/6/26	Tue 10/6/26	30
32		**Phase 3 Park Design**	**241 days**	**Wed 10/7/26**	**Wed 9/8/27**	**31**
33		**60% Construction Documents**	**80 days**	**Wed 10/7/26**	**Tue 1/26/27**	**31**
34		60% Park Design	60 days	Wed 10/7/26	Tue 12/29/26	31
35		Agency Review	15 days	Wed 12/30/26	Tue 1/19/27	34
36		Comment Resolution	5 days	Wed 1/20/27	Tue 1/26/27	35
37		**95% Construction Documents**	**80 days**	**Wed 1/27/27**	**Tue 5/18/27**	**36**
38		95% Park Design	60 days	Wed 1/27/27	Tue 4/20/27	36
39		Agency Review and First Permit Review	15 days	Wed 4/21/27	Tue 5/11/27	38
40		Comment Resolution	5 days	Wed 5/12/27	Tue 5/18/27	39
41		**Final Construction Documents**	**81 days**	**Wed 5/19/27**	**Wed 9/8/27**	**40**
42		Final Park Design	60 days	Wed 5/19/27	Tue 8/10/27	40
43		Agency Review and Second Permit Review	21 days	Wed 8/11/27	Wed 9/8/27	42
44		Phase 3 Design Completed - Ready for Construction	0 days	Wed 9/8/27	Wed 9/8/27	43



Mesquite Groves Park
Date: Wed 2/12/25

EXHIBIT “B”
COMPENSATION AND FEES

PR2401.202 - Mesquite Groves Park - Final Design
EXHIBIT "B-1"
Lump Sum Cost Per Task

	TASK DESCRIPTION			SUBTOTAL	
Task 100 - Site Investigation					**$ 23,410.00**
Task 200 - Public Involvement					**$ 29,819.00**
Task 300 - Design Development: Advanced Concepts					**$ 133,071.00**
Task 400 - Construction Documents (30%, 60%, 95%, Final)					**$ 2,235,144.00**
401	30% Design Submittal	*$*	*436,581.00*		
402	60% Design Submittal	*$*	*467,898.00*		
403	95% Design Submittal	*$*	*502,993.00*		
404	Final Design Submittal	*$*	*534,307.00*		
405	Specs, Estimate, Utilities, Drainage Report, Permitting, QA-QC	*$*	*293,365.00*		
Task 500 - Design Meetings					**$ 146,483.00**
Task 600 - Subconsultant Tasks					**$ 1,469,495.00**
601	Action Sports Design - Skate Park and Cycle Track Design	*$*	-	$	182,000.00
602	DLR Architecture - Restroom Buildings, Ramadas, Maintenance Building, Enclosure Design	*$*	-	$	695,000.00
603	Ethos Engineering - Structural, Geotechnical, Agronomy	*$*	-	$	93,107.00
604	Lisa Ranzenberger - Signage and Wayfinding Design	*$*	-	$	10,788.00
605	Nfra, Inc. - Roadway Civil Enginering and Utility Design	*$*	-	$	315,750.00
606	Wright Engineering - Electrical, Traffic Signal, and Lighting Design	*$*	-	$	172,850.00
ALLOWANCES					**$ 694,183.00**
701	City of Chandler Owner's Allowance	*$*	-	$	400,000.00
702	Utility Potholing			$	4,500.00
703	MCESD Submittal Requirements and Fees	*$*	-	$	20,000.00
704	Phasing Package Sets for Phases Two and Three	*$*	-	$	100,000.00
705	Architectural Additions to Scope as Needed	*$*	-	$	75,000.00
706	Structural Retaining Wall Design	*$*	-	$	11,555.00
707	Structural Entry Monument Design	*$*	-	$	10,128.00
708	Traffic Circle Consultation as Needed	*$*	-	$	10,000.00
709	Additional Public Outreach as Needed (MakPro/J2)	*$*	-	$	30,000.00
710	Additional Meetings as Needed	*$*	-	$	10,000.00
711	Architectural Food Service Consultant for Concessions			$	10,000.00
712	Legal Descriptions & Exhibits for Easements / TCE's	*$*	-	$	5,000.00
713	Lake Water Quality Design (Aquatic Consulting & Testing)	*$*	-	$	8,000.00
	TOTAL COST:			**$**	**4,731,605.00**

J2 Design
4649 E. Cotton Gin Loop, Suite B2
Phoenix, AZ 85040
602.438.2221
www.j2design.us

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PR2401.202 Mesquite Groves Park Final Design

City of Chandler

J2 Engineering and Environmental Design, LLC

2/10/2025

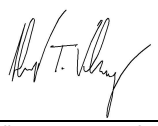
	Labor Category:	Project Manager Senior / Principal QA-QC	Project Engineer Sr.	Project Engineer	Engineer	Landscape Architect Sr.	Landscape Architect	Designer Sr.	Designer	
	Staff Names:	Jeff Velasquez Jeff Holzmeister Aaron Allan	Jason Touchin	Bill Fogell Grant Treinen	Alex Bramhall	Seth Placko Kurt Montei Adam Hawkins	Kexin Zhao Shane Hanneman	Kevin Wallin Aaron Hendrickson Andy Fleetwood	Maria Rios Suzie White Aurelio Lopez	
	Rate:	$ 215.27	$ 192.47	$ 132.32	$ 111.77	$ 202.60	$ 136.76	$ 120.93	$ 91.46	
Task #	Task Description:									Hours Total
100	**Site Investigation**									
101	Kick-off Meeting (1)	2	2	0	0	2	2	2	0	10
102	Site Visit (1)	3	3	3	0	3	3	3	0	18
103	Utility and As-built Research and mapping	0	8	16	24	4	12	24	16	104
104	Subconsultant Coordination	2	0	0	2	24	0	0	0	28
200	**Public Involvement**									
201	Public Meeting (1)	2	0	0	0	24	24	0	24	74
202	Engagement Material Development	0	0	0	0	20	12	24	60	116
203	Subconsultant Coordination	2	0	0	0	20	0	4	0	26
300	**Design Development: Advanced Concepts**									
301	Concept Plans for Elements and Amenities	8	4	6	8	40	60	140	160	426
302	Design Development Refinement for Elements and Amenities	8	4	8	8	20	40	100	120	308
303	3D Modeling Design Renderings	1	1	0	0	4	16	120	128	270
304	Subconsultant Coordination	20	0	4	0	20	40	0	0	84
400	**Construction Documents (30%, 60%, 90%, Final)**									
401	Develop Plans and Details - 30% Design (357 Sheets)	20	395	400	300	395	400	595	690	3195
402	Develop Plans and Details - 60% Design (357 Sheets)	20	400	430	305	430	485	650	695	3415
403	Develop Plans and Details - 95% Design (357 Sheets)	24	410	460	335	450	505	740	775	3699
404	Develop Plans and Details - Final Design (357 Sheets)	24	415	490	340	485	590	795	780	3919
405	Pre-Tech Review Package (30 Sheets)	8	8	4	0	16	24	44	60	164
406	Specifications	12	40	0	0	44	40	0	0	136
407	Opinion of Probable Construction Cost	16	24	0	0	40	48	48	60	236
408	Dry Utilities Coordination	2	4	8	16	0	0	8	0	38
409	Draft and Final Drainage Report	0	24	20	40	0	0	20	24	128
410	City Permitting Coordination and Documentation	16	0	16	0	40	48	24	4	148
411	Project QA/QC	120	48	0	0	48	0	0	0	216
412	Subconsultant Coordination	8	120	40	40	240	200	80	40	768
500	**Design Meetings**									
501	Bi-weekly Meetings (36)	72	72	0	0	0	72	72	0	288
502	Design Specialty / Focus Group meetings (30)	90	90	0	0	90	0	90	0	360
503	Comment Resolution Meetings (4) and Comment Responses	12	12	0	0	0	12	0	12	48
504	Value Engineering and Cost Reconcilitation Meetings (4)	16	0	16	0	16	0	16	0	64
505	Subconsultant Coordination	8	4	8	0	40	20	0	0	80
	J2 Hours per Labor Category:	**516**	**2088**	**1929**	**1418**	**2515**	**2653**	**3599**	**3648**	**18366**
	J2 Fee per Labor Category (Rounded to Nearest Whole Dollar):	$ 111,079.00	$ 401,877.00	$ 255,245.00	$ 158,490.00	$ 509,539.00	$ 362,824.00	$ 435,227.00	$ 333,646.00	$ 2,567,927.00

Subconsultants:	Fee Amount
Action Sports Design (skate park / cycle track)	$ 182,000.00
DLR Architecture (restroom buildings, ramadas, enclosures)	$ 695,000.00
Ethos Engineering (structural / geotechnical / agronomy)	$ 93,107.00
Lisa Ranzenberger (signage / wayfinding)	$ 10,788.00
Nfra, Inc. (roadway civil engineering & utilities)	$ 315,750.00
Wright Engineering (electrical engineering and lighting)	$ 172,850.00
Total Subconsultants:	$ 1,469,495.00

Allowances:	Fee Amount
City of Chandler Owner's Allowance	$ 400,000.00
Utility Potholing	$ 4,500.00
MCESD Submittal Requirements and Fees	$ 20,000.00
Phasing Package Sets for Phases Two and Three	$ 100,000.00
Architectural Additions to Scope as Needed	$ 75,000.00
Structural Retaining Wall Design	$ 11,555.00
Structural Entry Monument Design	$ 10,128.00
Traffic Circle Consultation as Needed (TBD)	$ 10,000.00
Additional Public Outreach as Needed (MakPro / J2)	$ 30,000.00
Additional Meetings as Needed	$ 10,000.00
Architectural Food Service Consultant for Concessions as Needed	$ 10,000.00
Legal Descriptions & Exhibits for Easements / TCE's	$ 5,000.00
Lake Water Quality Design (Aquatic Consulting & Testing)	$ 8,000.00
Total Allowances:	$ 694,183.00

Total Fee J2, Subconsultants, and Allowances: $ 4,731,605.00

J2 Engineering and Environmental Design, LLC



Jeffrey Velasquez, PLA, ASLA

Principal

February 10, 2025

Date

AS

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.

1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.

1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written Agreement with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past

completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Consultant must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

3.1.3. Consultant's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)

3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3-year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Agreement.*

3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3 City as Additional Insured. The policies are to contain, or be endorsed to contain, the following provisions:

3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at http://www.chandleraz.gov/udm.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

Any subconsultant assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the Consultant and their subconsultants, and do not apply to the Agreement between the Consultant and the City.

- Action Sports Design/ Development
- Skateparks/ Plazas
- Bike Parks/ Facilities
- Construction Administration

DATE: February 5, 2025

TO: Jeff Velasquez, PLA, ASLA
Principal Landscape Architect
J2 Engineering & Environmental Design
4649 E. Cotton Gin Loop, Suite B2
Phoenix, AZ 85040

FROM: Mike McIntyre, PLA, Principal
Action Sports Design, LLC
12400 W Hwy 71, Suite 350-348
Austin, TX 78738

RE: **Mesquite Groves**-Skatepark & Pump Track Planning and Design Services

Dear Jeff:

ASD (Action Sports Design, LLC) is prepared to perform professional design services for all tasks outlined within the proposed scope of work for the Mesquite Groves Skatepark and Pump Track Planning and Design Services. This Proposal, should it be accepted by you, shall be considered the outlined scope of work which consists of a skatepark and pump track project approximately 35,000 sq. ft. of riding surface at an average of $65.00 per sq. ft., with a target construction budget of $2,275,000.00 designed and integrated within the Mesquite Groves Park Master Plan.

A policy of ASD is to provide the Client with a scope of work and fee summary. The proposed design process is to be performed by ASD (Designer) for J2 Engineering & Environmental Design (CLIENT) includes the following:

TASK 1.0 – PROGRAMMING & CONCEPTUAL DESIGN

Objectives:

- Define scope of work, schedule, program and overall items of coordination.
- Establish the project working relationship with all members of the project design team.
- Review any applicable studies, concepts, existing data sources, and any other work done to date in the interest of this project.
- Conduct site visit and perform site analysis, site location review and recommendation study.
- Prepare conceptual and schematic design providing detailed direction as to the materials, location and dimensioning of the design elements.
- To develop an estimate of probable construction cost.
- To conduct Skatepark & Pump Track specific public design workshop to gain neutral design concepts without defining materials/ mediums first before suggestive design layouts

1.1 <u>Project Kick-off Meeting #1</u> (ASD/CLIENT)- Online Meeting

- ASD will perform Kick-Off meeting with the city and applicable groups determined by the city. ASD will issue a data sheet/questionnaire for the Client to complete prior to the first project meeting. This data sheet will assist ASD in the programming and design of the Skatepark & Pump Track.

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- Meet with Client staff and team consultants to verify work program, schedules and channels of communication.
- Review project scope, schedule, and budget with design team.
- Project overview and distribution of design team responsibilities.

1.2 Data Collection (ASD/ CLIENT)

- Data will be collected as it relates to the existing site and proposed development to ensure an understanding of the site and park program. Existing information pertinent to the project scope of work will be gathered and distributed to all design team members during this phase of the work by the Client.
- Geo-technical investigation by client.
- Site Survey to be provided by client.

1.3 Skatepark & Pump Track Flow and Skill Level Diagrams (ASD)

- Develop two (2) alternative bubble diagrams illustrating the layout and program relationships of the Skatepark & Pump Track to the adjacent site amenities.
- Diagram activity zones, approximate size of amenities and circulation throughout each transition zone.

1.4 <u>Public Meeting #1</u> (ASD/CLIENT/ Public) ASD (2 team members) in person

- City/Client shall provide ASD with any operational or maintenance issues pertaining to other parks within the Client's oversight that may pertain to the skatepark. ASD will use this information to respond to any existing park issues that may be addressed in the design of this project.
- City/Client shall provide ASD with any applicable municipality and surrounding area guidelines, specifications, and detailing as it relates to any designed element within the project. Client & City shall additionally inform ASD of any special requirements for this project (City approved development plans, previously approved conceptual plans, special guidelines, area plans, etc.).
- Three separate meetings will occur on the same date:
  - <u>Client Staff Meeting</u> – This meeting will include the Client Staff.
  - <u>Design Team/Project Consultant Meeting</u> – This meeting will include the Client Staff, City Staff, public agencies and any team consultants related to the project.
  - **<u>Public-Skatepark & Pump Track Meeting #1</u>** – The public meeting, typically starting between 6:00 – 7:00 pm, will be held to facilitate a work session to develop consensus and present the Skatepark & Pump Track bubble diagrams & to conduct first design workshop. ASD will present various Skatepark & Pump Track Styles and Elements for public feedback on design direction.

<u>Task 1.0 Deliverables</u>

1.1 Memorandum of project understanding and scope – submitted to Client & City for review and approval.
1.2 Diagrammatic sketches of proposed site layout concepts.
1.3 Public Meeting #1 materials/ results: sign in sheet, meeting agenda, questionnaires, pros and cons exercise sheets, power point presentation, group sketches and online results.

- Client shall receive copies of each task item in 8 ½" x 11", 11"x17" and 24"x36" in digital format.

TASK 2.0 SCHEMATIC DESIGN PHASE

2.1 Skatepark & Pump Track Conceptual Layout Plans-Online Meetings-3

- Based upon specific design criteria gathered from the Client/City and public input obtained from the first public meeting, ASD will prepare (2) conceptual design plans that will depict site facilities and relationships. Specific concept to be reviewed under this contract shall be limited to the following items:
  - Develop a maximum of two (2) conceptual Skatepark & Pump Track designs identifying horizontal layout of the park based on the conceptual bubble diagram layout and client approval.
  - Pedestrian access and circulation system.
  - Relationship between Skatepark & Pump Track elements and existing/proposed recreation areas.
  - Landforms and grading concept (Skatepark & Pump Track limit of work only).

2.2 Project Specific Skatepark & Pump Track Online link and progress

- Items displayed on the website will include concept photos/drawings.
- Community will have the opportunity to interact with ASD via e-mail and provide design feedback.

2.3 Develop Final Skatepark & Pump Track Schematic Master Plan

- Develop (2) final Skatepark & Pump Track master plans based on conceptual layouts, design team input, City input, client input, and public design workshop comments.

2.4 Preliminary Skatepark & Pump Track Cost Estimate

- Determine preliminary cost for the Skatepark & Pump Track elements.
- Cost estimate shall be based upon general square footage prices, based on current market conditions.

2.5 Public Meeting #2-Present Skatepark & Pump Track Design (ASD/CLIENT) ASD (2 members) In Person

- Two separate meetings will occur on the same date:
- Design Team/Project Consultant Meeting – This meeting will include the Client Staff, City Staff, and any team consultants related to the project.
- Public-Skatepark & Pump Track Meeting #2 – The public meeting, typically starting between 6:00 – 7:00 pm, will be held to facilitate a work session to develop consensus and present the refined concept based on workshop #1 feedback.

2.6 Site Survey

- Provided by client.

2.7 Geo-Technical Investigation

- Provided by client.

2.8 Storm Water Management Plan

- Storm Water Management Plan provided by client.

Task 2.0 Deliverables

2.1 Conceptual site plans and improvement sketches to be used as a basis for the future construction documents.
2.3 Final Skatepark & Pump Track schematic master plan.
2.4 Preliminary costs for Skatepark & Pump Track based on current market conditions.
2.5 Final Skatepark & Pump Track Design graphics in 3-D Format.

- Client shall receive copies of each task item in 8 ½" x 11", 11"x17" and 24"x36" in digital format.

TASK 3.0-DESIGN DEVELOPMENT PHASE

Objectives:

- To refine the schematic design providing detailed direction as to the materials, location and dimensioning of the design elements.
- To refine an estimate of probable construction cost and budget.
- Upon review by the Client of the Schematic Design plans, ASD shall prepare the Design Development drawings setting forth, in technical detail, the requirements for construction of the design. Evolutionary adjustments to the Design Development documents will be incorporated into the work prior to the start of Construction Documents.

3.1 <u>Project Meeting #3</u> – DD Coordination (ASD/CLIENT) Online Meetings-3

- ASD will make available to the Client a copy of the final plan prior to project meeting #3.
- Evaluate Skatepark & Pump Track plan for security, access and code compliance.
- Review plan for innovation, value engineering, and review design schedule.

3.2 Materials Research (ASD)

- Identify proposed materials and furnishings to be used within the Skatepark & Pump Track elements.
- Identify all products, materials and approximate cost.

3.3 Prepare Base Information (ASD)

- Prepare base information for inclusion in all future design documents.
- ASD will coordinate drawings within our scope of work with Project Design Team members as updates become available.

3.4 Site Plan (ASD)

- Convey major site features relevant to the Skatepark & Pump Track placement on site. Survey will be provided by Client.

3.5 Preliminary Skatepark & Pump Track Material Reference Plan (ASD)

- Identify all major amenities in the Skatepark & Pump Track Master Plan by keynote description.
- Reference all major details, enlargements and sections.

3.6 Preliminary Layout Plan (ASD)

- Final location of Skatepark & Pump Track elements using horizontal coordinates, curve data & vertical elevations for surface areas only.
- Enlarged layout plan for the Skatepark & Pump Track using horizontal coordinates, curve data & vertical elevations for surface areas only.

3.7 3-D Perspective Views (ASD)

- ASD shall prepare a 3-D rendering of the Skatepark & Pump Track elements for the construction documents.

3.8 Preliminary Grading and Drainage Plan & Coordination (ASD)

- Proposed surface spot grades at necessary points to convey intended elevations and direction of flow.
- Location and sizing of drainage structures, sizing and location of retention basins, invert, and finish grades of drains by client provided Civil Engineer. ASD to provide surface elevations from edge of concrete inward and rim elevations for drain locations.

3.9 Sections/Profiles Plan (ASD)

- Vertical sections at appropriate scale conveying the overall Skatepark & Pump Track design intent.

3.10 Construction Details (ASD/PROJECT DESIGN TEAM)

- Provide sufficient construction detailing for the construction of all elements within this project that falls under this scope of work within the project limit of work lines.

3.11 Specifications (ASD/PROJECT DESIGN TEAM)

- Provide 60% specifications for all elements within this project that falls under this scope of work within the project limit work lines.

3.12 Preliminary Statement of Probable Construction Costs – 60% (ASD)

- Prepare cost estimate for the Skatepark & Pump Track within the project's limit of work.

3.13 Storm Water Management Plan- 60%

- Storm water Management Plan within the project limit of work by client if applicable.

3.14 General Skatepark & Pump Track Lighting Guidelines (ASD)

- ASD will provide general Skatepark & Pump Track lighting layout plan and photometrics for the lighting including lighting type, manufacturer, power requirements. City to provide electrical hookup options and location for manufacturer.

3.15 60% Client Review Submittal (CLIENT/ASD)

- Submit 60% plan set, specifications, and construction estimate for review by client.
- It shall be the responsibility of the client to review all material and respond to ASD with any comments or questions in a timely manner.
- Project Meeting #4 – DD Review (ASD/CLIENT)-Phone
- Client review of 60% submittal.

Task 3.0 Deliverables

3.1 Preferred Master Plan rendered on 24" x 36" sheet at an appropriate scale and revised sketches of any amenity revisions in digital format.

3.2 Cut-sheets and/or product samples for submittal to client for review and approval.

3.3 Individual coordination items in sketch format for submittal to Project Design Team as necessary to complete the 60%plan set.

- 24"x36" 60% plan set in digital format.60% Specifications in digital format. Cost Estimate in digital format.

TASK 4.0-FINAL CONSTRUCTION DOCUMENTS

Objectives:

- Upon review by the Client of the Design Development documents, ASD shall finalize the construction contract documents setting forth, in technical detail, the requirements for construction of the design.
- The construction documents shall include all items necessary to build the entire Skatepark & Pump Track elements from edge of deck inward.
- Construction documents shall include, but not be limited to: layout, surface grading & drainage, materials, sections, details and other plans as necessary to facilitate the construction of the proposed project.
- ASD will submit 90% plans to the client for review, revisions, and approval.
- Make required revisions as requested by the Client to present to the Client 100% final, professional sealed plans for bidding.

4.1 Project Meeting #5 – CD Overview (ASD/CLIENT) Online Meetings-3

- Review approved Design Development drawings and Master Schedule.

4.2 90% Construction Documents (ASD/PROJECT DESIGN TEAM)

- ASD will finalize plans to facilitate construction of this Skatepark & Pump Track project. These 90% construction documents at a minimum shall include:
- Skatepark & Pump Track Features Plan
- Skatepark & Pump Track Materials Plan
- Skatepark & Pump Track Jointing Plan
- Skatepark & Pump Track Concrete Plan

- Skatepark & Pump Track Layout Plan
- Skatepark & Pump Track Surface Grading and Drainage Plan
- Skatepark & Pump Track Sections and Profiles Plan
- Skatepark & Pump Track Construction Details
- Skatepark & Pump Track Specifications in CSI Format
- Estimate of Probable Construction Cost.

- Site grading plan-Surface only from edge of deck inward.
- Skatepark & Pump Track drainage plan- Surface only from edge of deck inward.

4.3 Statement of Probable Construction Cost – 95% (ASD/PROJECT DESIGN TEAM)

- Develop spreadsheet of all Skatepark & Pump Track improvement quantities and unit rates for probable construction cost.
- If necessary, ASD will identify acceptable alternatives to align the probable construction cost with the available construction budget. The cost estimate will be submitted with the 95% plan set to allow for any necessary design adjustments prior to 100% plan submittal and acceptance.
- A final cost estimate based on a current market value that falls within budget will be submitted with the 100% final construction documents.

4.4 90% Specifications (ASD/PROJECT DESIGN TEAM)

- Refine and revise as necessary technical specifications in CSI (Construction Specification Institute) format for all Skatepark & Pump Track construction.

4.5 100% Biddable Construction Document Submittal (ASD/PROJECT DESIGN TEAM)

- ASD will finalize plans to facilitate construction of this Skatepark & Pump Track project. These final construction documents at a minimum shall include:
- Layout and materials plans with enlargements as necessary
- Signage plan
- Site grading plan-Surface only from edge of deck inward.
- Site drainage plan- Surface only from edge of deck inward.

Task 4.0 Deliverables

4.1 Full signed and sealed bid-ready improvement plans.
4.2 Revised statement of probable costs.
4.3 Revised specifications.
4.4 Final submittal from ASD to the Client's Project Mangers shall include the following:

- Original construction drawings.
- Original technical specifications and table of contents in either PDF or Word format Client to provide ASD with final submittal requirements.
- Should the Client request digital files of the work done for archiving purposes ASD will provide the AutoCAD files per City requirements. Construction shall be based on signed and sealed hard copy plans only.
- Client shall receive (3) copies of each task item in 8 ½" x 11", 11"x17" and 24"x36" format in their applicable format.

END OF SCOPE

ATTACHMENT A

FEES AND EXPENSES

1. All services to be performed hereunder shall be performed pursuant to the fee schedule attached hereto as **Attachment "A"** and incorporated herein by this reference. Invoices will be e-mailed end of each month from ASD's office and continuing through the contract period. Any additional services agreed in writing outside the outlined scope requested by J2 shall be billed as per the attached 2025 Hourly Rate Sheet, **Attachment "B".**

ACCEPTANCE

If this proposal meets with your approval, please sign, and return it to our office. When accepted, this proposal will serve as a mutual commitment between ASD and J2 for the above outlined services and fees. Work will be scheduled upon receipt of the signed agreement.

AGREED TO: ACTION Sports Design, LLC

By: _____ February 05, 2025

ACTION Sports Design, LLC Date

APPROVED BY: J2

By: _____ _____

J2 Date

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DESIGN FEE SUMMARY

Fees for the Design Services within the proposed scope of work are outlined below. The fees are lump sum not to exceed totals.

Fee is based off a 35,000 sq. ft. skatepark and pump track at an average of $65.00 per sq. ft. with a target construction budget of $2,275,000.00 x .08% fee specialty planning, design, public meetings and sealed construction documents.

SCOPE OF SERVICES-DESIGN		FEE AMOUNT
1.0	Programming & Conceptual Design	$27,300.00
2.0	Schematic Design Phase	$36,400.00
3.0	Design Development	$54,600.00
4.0	Construction Documents	$63,700.00
Total Not to Exceed Fees:		**$182,000.00**

Note: All expenses are covered in the above-noted fee. Reimbursable expenses and billing rates are shown on Attachment B for additional services above and beyond this scope of work if requested by City of Chandler. No additional services shall be performed unless approved in writing by City of Chandler.

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PROJECT ASSUMPTIONS

The following assumptions shall apply to the proposed scope of work and submitted fees:

- All written documents will be generated using Microsoft Word.
- All spreadsheet documents will be generated using Microsoft Excel.
- All project scheduling will be generated using Microsoft Project.
- The Client will provide all existing digital files to ASD that accurately portrays the boundaries of the selected site, existing grading, utilities, drainage, and site amenities if available. Client will provide a Site Survey for the construction documents.
- ASD will stamp their drawings necessary to bid the project including Structural Engineering. ASD has not retained possible specialty engineering that might be required, but available such as: Electrical Engineer, Architect, Geotechnical Engineer, or any specialty consultants that may be required for the project. Should the Client require additional engineering it will be at direct cost plus 10% coordination fee with client pre-approval.
- The Client shall be provided General Conditions of the technical specifications and any specialty bidding requirement documents for the specifications. ASD will provide all of the technical specifications.
- Additional meetings, if required and approved, will be billed at our standard hourly rates (hourly rate sheet attached as Attachment "B").
- Additional plan sets, if required and approved, will be billed at our standard in-house, or out-of-house, duplication rates.
- Data collected and methods used shall at a minimum be as follows:
    - Plan Processing Requirements – The Client shall outline to ASD and the design team the process required for the ultimate approval of all reports, plans, specifications, and cost estimates. The Client shall provide ASD with any specific details, title blocks, specifications, and/or document formatting required by the Client. A Project Manager employed by the Client shall be provided to assist ASD and the design team in the submittal and approval process during the entire duration of the project.
    - Budgeting – The Client shall inform ASD of the proposed construction budget of this project.
    - Gather existing reports/studies/record drawings – The Client shall provide ASD with all available information for water, sewer, electrical, and irrigation prior to the site visit. The Client shall provide ASD and design team any available "as-built" plans/notes, all existing digital files for existing conditions (grades, facilities, past improvements), as well as a current site survey.
    - Coordination of Utilities – The Client shall provide ASD with addresses, phone numbers, and contacts for all utility companies servicing the site. This information shall be utilized to verify existing services and determine requirements to adequately serve the park development. The utility companies shall also be expected to provide underground utility locations critical to the project as well as describing any existing or future utility easements. Specific processing requirements shall be provided to ASD for each utility company involved in the project site.
    - Survey and Mapping – The Client shall provide ASD with a current survey locating all above and below ground utilities, appurtenances, structures, and easements. If current survey spots do not exist client shall hire a surveyor to gather such pertinent data.
    - Topographic Mapping – The Client shall provide ASD with a current overall base map displaying the site's relief through contour and spot elevations. Should a current overall base map not exist, ASD shall hire a surveyor to gather such survey points necessary.

- Geotechnical Report – If a current geo-technical report is available, it shall be the responsibility of the Client to provide ASD with the report prepared specifically for the project site. Should an existing report be available it shall be a maximum of 1 year old. If the report is over 1 year old, the original firm preparing the report shall issue a letter testifying that the report is still valid and no corrections or updates need to be prepared for the report. The letter shall be dated within 30 days of ASD's receipt of the Geotechnical report. The report shall be completed and sealed by a Geotechnical Engineer registered in the state where the project site is located.
  At a minimum the report is to include the following; vicinity map of the project limits, plot plan/aerial showing location of borings, detailed description of the findings and recommendations, a detailed report of the laboratory tests performed, and an executive summary stating general findings and recommendations. Should a current geo-technical report not exist, upon the Client's request, ASD can interview potential sub-consultants, negotiate a contract with the sub-consultant and coordinate the testing and preparation of the report.

DELIVERY FORMAT

The following assumptions shall apply to the proposed scope of work and submitted fees:

- All written documents will be generated using Microsoft Word.
- All spreadsheet documents will be generated using Microsoft Excel.
- All project scheduling will be generated using Microsoft Project.

PROJECT CONDITIONS

- Client Approvals. A written request by the Client to commence each phase constitutes approval of prior design. Changes, directed and approved by Client requiring redesign and/or revisions during subsequent phases, will be considered as additional services and will be documented and billed on an hourly basis.
- Offsite Improvements: Responsibilities for the preparation and coordination of construction documents and exhibits for all off-site improvements not specifically outlined in this scope or work are not included in this fee proposal.

- Action Sports Design/ Development
- Skateparks/ Plazas
- Bike Parks
- Construction Administration

ATTACHMENT B

2025 ASD-HOURLY RATES & EXPENSES SCHEDULE-ADDITIONAL SERVICES

ASD-FIRM TITLE	RATE/ HR.
Principal	$ 210.00
Associate	$ 175.00
Project Manager	$ 165.00
Lead Designer	$ 140.00
Lead Graphics	$ 110.00
Drafting/ Production	$ 95.00
Clerical/ Administration	$ 65.00

DIRECT EXPENSES/ ALLOWANCE
• Flights (based on coach fare rates)
• Car Rental (based on mid-size car rate, Applicable taxes, fees, insurance and fuel.
• Accommodations (not to exceed $175/night)
• Mileage (paid at current irs rate per mi)
• Meals ($50.00/per day allowance)
• Parking Fees (airport, garage, meters)
• Tolls
• Printing/Duplicating/Plotting/Blueprinting
• Phone/Fax
• Messenger
• Postage/Federal Express
• Graphics
• Physical and 3D Models

Note: All expenses are covered in the proposed fee shown on the DESIGN FEE SUMMARY page. Reimbursable expenses and billing rates are shown on this Attachment B page for additional services above and beyond the scope of work if requested by City of Chandler. No additional services shall be performed unless approved in writing by City of Chandler.

AS

DLR Group inc.
an Arizona corporation

6225 North 24th Street, Suite 250
Phoenix, AZ 85016

January 21, 2025

Mr. Jeff Velasquez
J2 Engineering and Environmental Design LLC
Re: Architectural and Engineering Design Services for Mesquite Groves Park Buildings (Chandler)

Dear Mr. Velasquez,

We are pleased to be able to continue work with you and J2 Engineering to design the service buildings of Mesquite Groves Park. The proposal is based upon our recent discussions with you and emailed scope memorandum.

Project Understanding: DLR Group will Design and provide construction services for the following buildings at Mesquite Groves Park:

- Maintenance Yard with Storage and Small Office Building
- (2) Restroom-Concession Buildings
- (2) Standard Restroom Buildings
- Small Picnic Ramada Design (Architectural and Structural Engineering only, lighting provided by J2 site lighting consultant, Wright Engineering)
- Large Picnic Ramada Design (Architectural and Structural Engineering only, lighting provided by J2 site lighting consultant, Wright Engineering)
- Wall Enclosure Design (1 design to be applied to site walls such as pump enclosure, maintenance yard and trash enclosures)

The Proposed DLR Group lump sum fee is as follows:

Task 100, 30% Construction Documents for Mesquite Groves Park Buildings = $170,000
Task 200, 60% Construction Documents for Mesquite Groves Park Buildings = $238,000
Task 300, 95% Construction Documents for Mesquite Groves Park Buildings = $238,000
Task 400, 100% Construction Documents for Mesquite Groves Park Buildings = $34,000
Total Lump Sum = **$680,000**

The Proposed DLR Group Reimbursable Allowance for printing, travel and reimbursable expenses as approved/ requested by client is as follows:
Total Reimbursable Allowance = **$15,000**

**Reimbursables includes printing costs (exclusive of presentation material) and others to be determined by client. All items billed at 1.1x actual cost.*

Scope of Services

Task 100. 30% Construction Documents for Mesquite Park Buildings

DLR Group shall prepare the 30% construction documents for the following scope:

- Maintenance Yard with Storage and Small Office Building
- (2) Restroom-Concession Buildings
- (2) Standard Restroom Buildings

AS

- Small Picnic Ramada Design (Architectural and Structural Engineering only, lighting provided by J2 site lighting consultant, Wright Engineering)
- Large Picnic Ramada Design (Architectural and Structural Engineering only, lighting provided by J2 site lighting consultant, Wright Engineering)

Products

1. Develop 30% Construction Documents for Cost Estimate pricing to include: Architectural floor plans, elevations and engineering narratives (Structural, Mechanical, Plumbing and Electrical Engineering).
2. Response to City Client Comments following submittal

Meetings

1. One (1) MPE Coordination with City of Chandler and J2 regarding preferences and standards.
2. One (1) City of Chandler design input for materiality, plans and aesthetics including preferences and standards.
3. Up to two (2) J2 coordination meetings.
4. Up to three (3) virtually attended project coordination meetings.
5. One (1) 30% document page turn with City of Chandler and J2.

Fee

1. 30% Architectural and Engineering Design Services for construction documents = **$170,000**

Task 200. 60% Construction Documents for Mesquite Park Buildings

DLR Group shall prepare the 60% construction documents for the following scope:

- Maintenance Yard with Storage and Small Office Building
- (2) Restroom-Concession Buildings
- (2) Standard Restroom Buildings
- Small Picnic Ramada Design (Architectural and Structural Engineering only, lighting provided by J2 site lighting consultant, Wright Engineering)
- Large Picnic Ramada Design (Architectural and Structural Engineering only, lighting provided by J2 site lighting consultant, Wright Engineering)
- Wall Enclosure Design (1 design to be applied to site walls such as pump enclosure, maintenance yard and trash enclosures)

Products

1. Develop 60% Construction Documents for Cost Estimate pricing to include: Architectural floor plans, elevations, engineering plans (Structural, Mechanical, Plumbing and Electrical Engineering) and specifications.
2. Response to City Client Comments following submittal

Meetings

1. Up to two (2) J2 coordination meetings
2. Up to four (4) virtually attended project coordination meetings.
3. One (1) 60% document page turn with City of Chandler and J2.
4. One (1) 60% Cost Estimate RFIs and budget resolution.

Fee

1. 60% Architectural and Engineering Design Services for construction documents = **$238,000**

Task 300. 95% Construction Documents for Mesquite Park Buildings

DLR Group shall prepare the 95% construction documents for the following scope:

- Maintenance Yard with Storage and Small Office Building
- (2) Restroom-Concession Buildings
- (2) Standard Restroom Buildings
- Small Picnic Ramada Design (Architectural and Structural Engineering only, lighting provided by J2 site lighting consultant, Wright Engineering)

- Large Picnic Ramada Design (Architectural and Structural Engineering only, lighting provided by J2 site lighting consultant, Wright Engineering)
- Wall Enclosure Design (1 design to be applied to site walls such as pump enclosure, maintenance yard and trash enclosures)

Products

1. Develop 95% Construction Documents for Cost Estimate pricing to include: Architectural floor plans, elevations, engineering plans (Structural, Mechanical, Plumbing and Electrical Engineering) and specifications.
2. Response to City Client Comments following submittal

Meetings

1. Up to two (2) J2 coordination meetings
2. Up to four (4) virtually attended project coordination meetings.
3. One (1) 95% document page turn with City of Chandler and J2.
4. One (1) 95% Cost Estimate RFIs and budget resolution.

Fee

1. 95% Architectural and Engineering Design Services for construction documents = **$238,000**

Task 400. 100% Construction Documents for Mesquite Park Buildings

DLR Group shall prepare the 100% construction documents for the following scope:

- Maintenance Yard with Storage and Small Office Building
- (2) Restroom-Concession Buildings
- (2) Standard Restroom Buildings
- Small Picnic Ramada Design (Architectural and Structural Engineering only, lighting provided by J2 site lighting consultant, Wright Engineering)
- Large Picnic Ramada Design (Architectural and Structural Engineering only, lighting provided by J2 site lighting consultant, Wright Engineering)
- Wall Enclosure Design (1 design to be applied to site walls such as pump enclosure, maintenance yard and trash enclosures)

Products

1. Develop 100% Construction Documents stamped and sealed for City of Chandler permit review/ construction.
2. Regulatory Review Submittal Package
3. Regulatory Review Comments and Responses (assuming no more than 2 rounds of comments)

Meetings

1. Up to one (1) J2 coordination meetings
2. Up to one (1) virtually attended project coordination meetings.
3. One (1) 100% document page turn with City of Chandler and J2.
4. One (1) 100% GMP RFIs and budget resolution.

Fee

1. 100% Architectural and Engineering Design Services for construction documents = **$34,000**

Assumptions and Clarifications:

1. Projects are Construction Manager at Risk
2. Site work, civil engineering, surveying, fire flow tests and geotechnical testing are not included with this scope.
3. Regulatory review will go through City of Chandler and Maricopa County plan review and permit fees are not included.
4. Special Inspections and Testing to be provided by others.

5. Commissioning to be provided by others.
6. Design may be issued in multiple packages (by building) and packaging needs to be determined prior to 60% document submittal.
7. Public meetings are not anticipated.
8. Fire suppression and fire alarm to be performance based only and design provided by others as deferred submittal.
9. IT and security are limited to conduit and backbox and coordination with client's preferred vendor.
10. Electrical engineering scope limited to buildings identified. Site lighting and power to be coordinated with J2 consultant, Wright Engineering.
11. Food Service Consultant for concessions building(s) not included in scope.
12. Scope of services limited to the buildings identified.
13. Reproduction services to be provided by others.
14. Meeting notes, distribution and meeting coordination provided by others.
15. Meetings listed anticipated to be 1 hour in length.
16. **Post Design/ Construction phase services may be added as a separate contract at City request.**

The above fees shall be billed monthly according to the percentage completed. If this general understanding is not correct, or if J2 and City of Chandler feels additional design services are needed beyond this scope of work, such services can be provided on an additional time and materials basis at the rates shown in this proposal.

Hourly Billable Rates

Employee or Category	Rate
Principal	$235/hr
Senior Architect/ Engineer/ Interior Designer	$205/hr
Architect/ Engineer/ Interior Designer	$175/hr
Junior Architect/ Engineer, Interior Designer, BIM Manager	$145/hr
Job Captain, Architect/ Engineer in Training, Junior Interior Designer	$115/hr
Drafter/ Administrator	$90/hr

Thank you for this opportunity to work with J2 Engineering.

Sincerely,

Carmen Wyckoff
Architect | Vice President

cc: Katrina Leach

AS

February 4, 2025

J2 Engineering & Environmental Design
4649 East Cotton Gin Loop, Suite B2
Phoenix, AZ 85040

Attn: Jeff Velasquez, PLA, ASLA
Principal

Re: Mesquite Groves Park, City of Chandler – Revision 1
Scope and Fee Proposal – Design Services For Geotechnical and Structural Services

Dear Jeff:

As requested, Ethos Engineering LLC (Ethos) is pleased to present this proposal to provide geotechnical and structural engineering services for Mesquite Groves Park. This proposal includes our proposed scope of work, work-hour estimate, and fee proposal for engineering services. This revisions addresses comments from the project team.

1.0. PROJECT UNDERSTANDING

We understand that J2 Engineering & Environmental Design (J2 Design) has been selected by the City of Chandler (City) to provide professional design services for the Mesquite Groves Park project. This project spans approximately 90 acres near the intersection of Riggs Road and Val Vista Drive, just north of Basha High School. The park will feature a variety of new amenities, including sport courts, playgrounds, a 5-acre fishing lake, sports fields, restroom/concession/office buildings, maintenance yard, and parking facilities.

As part of the design team, Ethos will act as a subconsultant to J2 Design, offering geotechnical and structural engineering design services.

2.0. SCOPE OF SERVICES

Ethos' scope of work will include geotechnical and structural design to accompany the construction documents prepared by J2 Design. The following sections outline our proposed scope of services for geotechnical and structural engineering design.

2.1. GEOTECHNICAL DESIGN

Ethos has been asked to provide geotechnical design services for the project. The geotechnical scope of work will include subsurface drilling to address the proposed improvements. This, and any pavement needs, will be addressed by our investigation. Percolation testing will consist of a combination of shallow backhoe test pits (to accommodate testing) and adjacent confirmation test borings.

Ethos will prepare a Geotechnical Field Investigation Plan (FIP) showing the intended boring locations, equipment access, and equipment information and submit to the City and project team. We will also coordinate with the City for approval to work within their right-of-way. It is assumed that no additional permit fees or right-of-way permits will be required from additional entities (i.e. Maricopa County).

Ethos will mark the test boring locations. Prior to any excavations, we will contact AZ 811 and will coordinate with park personnel to locate any on-site buried utilities which are near planned borings. A private utility locator is also included as part of this scope.

2.1 Test Drilling

We will perform twenty truck-mounted hollow stem auger (HSA) test borings advanced to depths ranging from 5 to 20 feet or to the practical depth of auger refusal, whichever is less. Test drilling will be performed by ACS Services as a subcontractor to Ethos. Ethos will coordinate with ACS to schedule the field work. Sampling will consist of drive samples taken at selected intervals of 2.5 to 5 feet. Bulk samples of auger cuttings will also be collected for testing. All borings will be backfilled with soil cuttings when completed. Given the undeveloped nature of the site, traffic control is not anticipated.

2.2 Percolation Testing for Stormwater Retention

Ethos will subcontract ACS to provide a backhoe with operator to excavate eight test pits to a depth of 1 foot for the performance of double-ring percolation testing. ACS will also drill one HSA test boring to a depth of 15 feet adjacent to each pit to determine the soil profile below the test section. Testing will be performed until stabilized rates are established. The test pits and borings will be backfilled with soil cuttings once testing is completed.

2.3 Laboratory Testing

Ethos will deliver all samples to ACS for laboratory testing. Testing is estimated to be the following: 22 grain-size analysis, 22 Atterberg limits (plasticity index) tests, 22 ring density tests, 3 moisture-density relation (standard Proctor), 3 swell tests, and 3 corrosion suite of tests.

2.4 Agronomy Testing

Ethos will have an agronomy subconsultant sample, test and provide agronomic recommendations for the proposed multi-use fields.

2.5 Engineering Analysis & Reporting

Ethos will perform engineering analyses of the data obtained from the exploration to prepare a Geotechnical Report for the project. The report will be prepared under the supervision of a Professional Civil Engineer registered in the State of Arizona. We plan on

preparing a draft and final Geotechnical Report addressing the building structures and pavement.

Generally, the Geotechnical Report will include the following data:

- Description of the area covered by the report and existing site conditions, including map.
- Description of the geology and topography of the area, including soil types, and drainage characteristics and estimated depth to groundwater.
- A site plan showing the boring locations and a description of procedures and equipment used in the subsurface investigation program. The field investigation discussion will include descriptions of the soil types, penetration test results, and in situ test results.
- Results of laboratory tests and a description of test methods. Laboratory test results will include classification and engineering properties for all major soil strata in the study area.
- A discussion of geological and geotechnical conditions and results with reference to specific locations on the Project.
- Recommendations for:
    - Site grading and foundation design for proposed building structures including vertical and lateral resistance of soils.
    - Temporary and permanent cut and fill slopes.
    - Evaluation of shrink/swell potential and the impact on foundations, where applicable.
    - Impacts of compressible, hydro-collapsible, and/or expansive soils, if present, and proposed mitigations.
    - Pavement recommendations for new roadways.
    - Construction considerations.
    - Results of percolation testing, and
    - Suitability of materials (borrow, aggregates, etc.) that can be obtained from project excavations.
- Report will also include the following items in the appendix:
    - Plan view locations of field sampling/testing
    - Copies of the boring logs and field/laboratory test data used for the analysis and design.

2.2. STRUCTURAL DESIGN

The park amenities include the construction of six pickleball courts and two basketball courts. Ethos has been requested to provide structural engineering services for the basketball and pickleball post-tensioned slab courts. Our structural scope of work involves preparing calculations and details for the design of two separate post-tensioned (PT) concrete slabs. The first PT slab design (approximately 60’x108’) will accommodate three pickleball courts. Two identical slabs will be constructed for a total of six pickleball courts. The second PT slab design (approximately 94’x108’) will accommodate two basketball courts.

Ethos will prepare structural calculations, construction plans, special provisions, and a cost estimate for the post-tensioned courts. These deliverables will align with the project submittal milestones, which are summarized in the next section. Sealed structural calculations will be submitted at the Final submittal.

Additionally, we understand that structural design will be required for some undefined items as the design progresses. This may include retaining wall design in the playground areas and entry monument elements throughout the park. These additional items are included as allowances and are not part of the main scope of work summarized above.

3.0. PROJECT MEETINGS AND MANAEMENT

The Project Engineer will lead the overall design efforts for this task, attend meetings, and manage submittals. As indicated by J2 Design, the project will include a kick-off meeting, comment resolution meetings, and design progress meetings. Ethos will attend a total of twelve (12) meetings throughout the design phase. These meetings are anticipated to be virtual and will occur on an as-needed basis to coordinate the work. Our scope includes a kick-off meeting at the site to familiarize ourselves with the project.

4.0. SCHEDULE

The project is anticipated to have 30%, 60%, 95%, 100% (Pre-final), and Final submittals. After the 30% submittal, the project will be broken down into phases. Structural design is expected to commence after the 30% stage submittal. Ethos will ensure the necessary manpower is available to meet all submittal milestones.

5.0. PROJECT FEES

A summary of the fees, per discipline, is presented in the following table:

Billing Group	Total
Geotechnical	$59,427.67
Structural	$33,679.58
TOTAL:	**$93,107.25**

Allowances for additional structural items are included in this proposal. Upon approval from the City and J2, Ethos will perform the work on a time-and-material (TM), not-to-exceed (NTE) basis.

- Allowance 1, for retaining wall design, is estimated at $11,555.00.
- Allowance 2, for the design of entry monument elements, is estimated at $10,128.00.

Assumptions:
The following assumptions/inclusions are summarized below:

- Traffic control will not be required to perform the field investigation.
- Unrestricted daytime work hours.
- Full-size project drawing set (24”x36”) (PDF) will be provided for each submittal.
- A contract for post-design services during construction will be issued to Ethos at the completion of the design services if desired by the Owner.

Exclusions:

- Survey
- City Permit Fees
- Public Involvement
- Environmental, biological and cultural assessment, investigations and clearance for construction to be provided by the City of Chandler.

6.0 CLOSURE

We appreciate the opportunity to submit this work scope and estimate of costs and look forward to working with you on this project. If you have any questions or require additional information pertaining to this proposal, we would be pleased to discuss them with you.

Sincerely,

Ethos Engineering, LLC

Michelle Contreras, EIT
Structural Designer

Reviewed By:

Francisco J. Garza, P.E.
President

t:\2025xxx - j2 - mesquite groves parks\scope and fee proposals\rev1\j2 -mesquite groves park - cost proposal - 2024-02-04.docx

Attachments: Cost Summary; Work-hour Estimate (Structural);
Cost Summary; Work-hour Estimate (Geotechnical);
Subcontractor Estimates (ACS and Agronomy)

Ethos Engineering, LLC - Geotech

Mesquite Groves Park

City of Chandler

J2 Engineering & Environmental Design

Item/Task	Project Manager	Sr. Geotech Engineer	Engineer/Senior Designer	Design Engineer	Sr. CADD Designer	TOTAL
Billing Group 03:Geotechnical						
Geotechnical						
Layout, AZ811		1	8			9
Field Investigation - Drilling		2	32			34
Field Investigation - Percs		2		32		34
Lab Testing	1		4			5
Engineering Analysis & Draft and Final Geotechnical Report	6	18	28	12	8	72
						0
Total Billing Group 03:Geotechnical	7	23	72	44	8	154
Fee Total Billing Group 03:Geotechnical	$ 2,142.00	$ 5,129.00	$ 10,512.00	$ 4,840.00	$ 832.00	$ 23,455.00
TOTAL HOURS	7	23	72	44	8	154

AS

Ethos Engineering, LLC

Derivation of Cost Proposal
Summary
Mesquite Groves Park
City of Chandler
J2 Engineering & Environmental Design
Geotechnical Services

Estimated Direct Labor

Classification	Hours	Average Hourly Loaded Rates Rate	Cost
Project Manager	7	$306.00	$2,142.00
Sr. Geotech Engineer	23	$223.00	$5,129.00
Engineer/Senior Designer	72	$146.00	$10,512.00
Design Engineer	44	$110.00	$4,840.00
Sr. CADD Designer	8	$104.00	$832.00
	154		
		Total Estimated Labor:	$23,455.00

Estimated Direct Expenses
(Listed by Item at Estimated Actual Cost - NO MARKUP)

Mileage (Personal Vehicle)	266 Miles @ $0.655/mi.	$174.23
	Total Estimated Direct Expenses:	$174.23

Estimated Outside Services

Test Drilling (ACS - See Attached)	$23,028.30
Laboratory Testing (ACS - See Attached)	$6,430.14
Utility Location (Onpoint)	$1,850.00
Agronomy Testing (See Attached)	$4,490.00
Total Estimated Outside Services:	$35,798.44

Total Estimated Cost: $59,427.67

Francisco J. Barza
Signature

4-Feb-25
Date

AS

ACS SERVICES LLC
DBE SBE WBE

Page: 1 of 1
Proposal #: 2560005 rev1
Proposal Date: 2/4/2025

Thank you for the opportunity to provide a quote for one of your potential jobs.

Ethos
Pancho Garza
9180 S Kyrene Rd, #104
Tempe, AZ 85284

Project Name: Mesquite Groves Park
Location: SWC Cloud St and Val Vista Dr
Chandler, AZ 85249

Subject: Advance 4 1/4" HSA borings, (two to 20', Five to 5', five to 10', and eight to 15') for a total of 235'. Additionally ACS will perform 8 DR Perc Testing adjacent to the 15' borings and Lab Testing. Ethos will call in utilities and provide any permits and TC needed.

Item	Quantity	Unit	Cost	Price
Drilling				
Mob/Demob	1	HR	$ 225.00	$ 225.00
Auger Drilling	235	FT	$ 32.78	$ 7,703.30
DR Infiltrometer testing (to include report)	8	EA	$ 1,750.00	$ 14,000.00
Backhoe and Operator (10-hr/day)	2	DY	$ 550.00	$ 1,100.00
			Drilling Total	**$ 23,028.30**
Lab				
Grain Size Analysis C136 & C117	22	EA	$ 95.00	$ 2,090.00
Atterberg Limits (placticity Index) D4318	22	EA	$ 85.96	$ 1,891.12
Undisturbed Ring Density/Moisture D2937	22	EA	$ 40.32	$ 887.04
Moisture Density Relationship (Proctor) D698	3	EA	$ 138.86	$ 416.58
One-Dimensional Swell Test D4546	3	EA	$ 100.05	$ 300.15
pH and Minimum Resistivity AZ 236E	3	EA	$ 166.75	$ 500.25
Sulfates and Chlorides AZ 733b/736b	3	EA	$ 115.00	$ 345.00
			Lab Total	**$ 6,430.14**
			Total Lump Sum Costs	**$ 29,458.44**

Charles Johnson "Eddie"

Charles Johnson "Eddie"

AS

Victoria Normandin, LLC
8612 S. Newberry Lane
Tempe, AZ 85284
Cell: 602-799-7248
Email: vicn@cox.net

Pancho Garza, PE
pgarza@ethosengineers.com
Ethos Engineers
9180 S. Kyrene Road, #104
Tempe, AZ 85284

Mesquite Groves Park
Costs for Agronomy Testing and Recommendations 1/20/2025

Soil samples (0-1', 1-2', 2-3') will be taken by Ethos at six locations.
Samples will be submitted to Motzz Laboratory for analyses.
Irrigation water source will be sampled and tested prior to planting.

Item	Price	Quantity	Quote
Site Evaluation	(per unit)		($)
Bioassay Analysis	175.00	6	1050.00
Complete Nutrient Analysis	70.00	6	420.00
Standard Nutrient Analysis	35.00	8	280.00
Texture Analysis (sand-silt-clay, classification)	30.00	14	420.00
%OM, Organic Matter	30.00	6	180.00
Irrigation suitability	65.00	1	65.00
Site Visit	200.00	2	400.00
Agronomy Report (hr) Landscape/ Water quality	200.00	6	1200.00
			4015.00

	Price	Quantity	Quote
Ball fields at finish grade (if required)	**per field**		
Complete Nutrient Analysis	70.00	1	70.00
%OM, Organic Matter	30.00	1	30.00
Sampling and travel (hr)	175.00	1	175.00
Agronomy Report (hr) Turf / Water quality	200.00	1	200.00
			475.00

Victoria Normandin

AS

Ethos Engineering, LLC - Structures

Mesquite Groves Park
City of Chandler
J2 Engineering & Environmental Design

Item/Task	Project Manager	Sr. Structural Engineer	Structural Engineer	Design Engineer	Sr. CADD Designer	TOTAL
Billing Group 01:Administration, Coordination, Submittals						
Administration and Coordination	2					2
Project Related Meetings (12 each)	8	4				12
Submittal Process (30%, 60%, 95%, Pre-Final, Final)	2	2		4	6	14
Calculation Report		2		4		6
Special Provisions	1	2		5		8
Total Billing Group 01:Administration, Coordination, Submittals	13	10	0	13	6	42
Fee Total Billing Group 01:Administration, Coordination, Submittals	$ 3,978.00	$ 2,230.00	$ -	$ 1,430.00	$ 624.00	$ 8,262.00
Billing Group 02:Structural Design of Miscellaneous Structures						
General Notes, Index of Drawings		4	4	8	8	24
PT Basketball Courts (1 Sheet)	1	8	8	24	24	65
PT Pickelball Courts (1 Sheet)	1	8	8	24	24	65
PT Details	1	6	6	15	12	40
Total Billing Group 02:Structural Design of Miscellaneous Structures	3	26	26	71	68	194
Fee Total Billing Group 02:Structural Design of Miscellaneous Structures	$ 918.00	$ 5,798.00	$ 3,796.00	$ 7,810.00	$ 7,072.00	$ 25,394.00
TOTAL HOURS	16	36	26	84	74	236
TOTAL STRUCTURAL HOUR DOLLARS	$ 4,896.00	$ 8,028.00	$ 3,796.00	$ 9,240.00	$ 7,696.00	$ 33,656.00

AS

Ethos Engineering, LLC

Derivation of Cost Proposal
Summary
Mesquite Groves Park
City of Chandler
J2 Engineering & Environmental Design
Structural Services

Estimated Direct Labor

Classification	Hours	Average Hourly Loaded Rates Rate	Cost
Project Manager	16	$306.00	$4,896.00
Sr. Structural Engineer	36	$223.00	$8,028.00
Structural Engineer	26	$146.00	$3,796.00
Design Engineer	84	$110.00	$9,240.00
Sr. CADD Designer	74	$104.00	$7,696.00
	236		

Total Estimated Labor: $33,656.00

Estimated Direct Expenses
(Listed by Item at Estimated Actual Cost - NO MARKUP)

Mileage (Personal Vehicle)	36 Miles @ $0.655/mi.	$23.58

Total Estimated Direct Expenses: $23.58

Total Estimated Cost: $33,679.58

****

Estimated Allowances

A1. Retaining Wall Design	**$11,555.00**
A2. Miscellaneous Structures (Entry Monument Elements)	**$10,128.00**

Signature

1/20/2025
Date

AS

LISA RANZENBERGER
Signage and Wayfinding Design

January 16, 2025

For:
J2 Engineering and Environmental Design -Jeff Velasquez

Project:
Mesquite Groves Park
Chandler, AZ

Facility Signage

Conceptual Development - 30% Submittal

Generate a location plan with associated messages as a means of ensuring proper sign placement and content. Placement and configuration to account for traffic patterns and viewpoints/sightlines for best visibility and use. Plan will be used as a basis for conceptual development so that the resulting signs can properly accommodate all needed information.

Review the location/message plan with City of Chandler, making any requested modifications prior to beginning conceptual development.

Upon approval of the location plan, develop 2 concepts for each of the following:

1- Court/Amenity Rules* - inclusive of both graphics and structure
2 -Vehicular and Pedestrian Directionals
3 - Field and Court ID signs
4 - Ramada markers with scheduling mechanism

Concepts to be developed utilizing color elevations and plan views as necessary to convey intent.

Submit to City of Chandler for review and comment and make any required revisions for final approval of selected concept.

Conceptual Development Total $6655

*Copy for rules panels to be provided by City of Chandler

AS

Design Development/Design Intent Documentation - 60%, 95% and Final Submittals

Refine approved conceptual drawings as expected by industry standards and as needed to convey intent and as required for bidding as well as preparation of shop drawings by a fabricator.

Drawings to include elevations, plans, descriptions, details and notations to communicate necessary lay-out and associated dimensions, material and finish specifications, hardware specifications if necessary for aesthetic intent, fabrication techniques as required to achieve aesthetic intent as well as to address maintenance and/or durability concerns.

Any structural/electrical intent will be outlined only as it may relate to the aforementioned. Required structural engineering and electrical design will be the responsibility of the fabricator.

Along with the drawings, technical specifications in the appropriate format and a probable cost estimate will be developed.

Design Development/Design Intent Documentation $3283

Graphic Panel File Production

Generate full-size PDF or illustrator print files court/amenity rules for fabricator use in production.

Graphic Panel Production Files Total $850

Conceptual Development Total	**$6655**
Design Development/Design Intent Documentation	**$3283**
Graphic Panel File Production	**$850**
GRAND TOTAL	**$10788**

Proposal does not include generation and submittal of a Comprehensive Sign Plan should one be required.

LISA RANZENBERGER
602.722.9848
lisaranzenberger@icloud.com

AS

NFra Inc.
77 East Thomas Road, Suite 200; Phoenix, Arizona 85012 • 602.277.0967 • Fax: 602.277.5937
a transportation engineering firm

January 16, 2025

Jeff Velasquez, PLA. ASLA
J2 Engineering & Environmental Design
4649 E. Cotton Gin Loop
Suite B2
Phoenix, AZ 85040

RE: Project No.: PR2401.201
Project Name: MESQUITE GROVES PARK
Scope of Work and Fee Proposal

Dear Mr. Velasquez,

NFra Inc. is pleased to provide professional roadway and utility engineering design services for the Mesquite Groves Park project for the City of Chandler in a subconsultant role to J2. Our scope of services and fees are based upon our understanding of the project from our conversations, emails, and exhibits provided to us. Our understanding is NFra will design the new roadway improvements for Hillcrest Drive (main road through park) and Cloud Drive as well as the proposed water, reclaimed water, and sewer improvements.

Our fees include:

• Task 100: Roadway and Utility Design:	$273,350.00
• Task 200: Meetings and Site Visits:	$8,010.00
• Task 300: Quantities/Estimate/Specs/QC/Phasing:	$34,390.00
TOTAL	$315,750.00

We are looking forward to working with J2 and the City of Chandler on this project. If you have any questions, please feel free to contact me at (602) 443-6066 or rweyrauch@nfrainc.us.

Sincerely,

Randy Weyrauch

Randy Weyrauch, P.E.
Project Manager

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NFra Inc.
77 East Thomas Road, Suite 200; Phoenix, Arizona 85012 • 602.277.0967 • Fax: 602.277.5937
a transportation engineering firm

CLIENT: CITY OF CHANDLER
SUBCONSULTANT TO: J2 ENGINEERING and ENVIRONMENTAL DESIGN, LLC (J2)
PROJECT NAME: MESQUITE GROVES PARK
PROJECT NO: PR2401.201
TBD

SCOPE OF WORK – DESIGN PHASE

A. PROJECT UNDERSTANDING

City of Chandler will be developing the 90-acre Mesquite Groves Park site located on the northwest corner of the Riggs Road and Val Vista Drive intersection, just north of Basha High School. It is anticipated that the site will be constructed in three phases consisting approximately of 30 acres each. The entire site will be designed as one document at the 30% stage and then separated into three documents starting with the 60% stage to accommodate phased construction. Project amenities will include multi-use fields, diamond fields, dog park, skate park, tennis courts, pickleball courts, volleyball courts, disc golf course, splash pad, playgrounds, fishing lake, restrooms, concession building, recreation center, ramadas, trails, parking lots and roadways.

Task 100: Roadway and Utility Design Services:

Hillcrest Drive: NFra will provide design services to prepare construction documents for a new roadway that will connect existing Hillcrest Drive on the west side of the park to Val Vista Drive on the east side of the park. Design limits at parking lot access points will terminate at the parking lot curb returns where match lines will be coordinated with J2. Curb and gutter and sidewalks will be provided on both sides of the new roadway. Corner ramps will be provided at each parking lot curb return; eight parking lot access points are anticipated. NFra will coordinate with J2 on the drainage discharge locations, it is anticipated that sags in the roadway will be needed to convey runoff to roadside retention basins.

Cloud Drive: NFra will provide design services to prepare construction documents for a new roadway that will connect existing Val Vista Drive to the City's maintenance yard facility located at the north end of the park. Curb and gutter and sidewalk will be provided on the south side of the roadway. NFra will coordinate with RWCD to underground their open irrigation ditch. RWCD relocations will be designed and prepared by their design consultant. Permit application will be submitted along with final sealed plans to RWCD to obtain a construction permit.

Plan and profile sheets will be prepared at a scale of 1" = 20' and grading detail sheets will be prepared at a scale of 1" = 10' or 1" = 5'. Quantities will be provided on the roadway plan sheets.

Signing and Pavement Marking Plans: NFra will prepare signing and pavement marking plans for Hillcrest Drive and Cloud Drive. J2 will provide signing and pavement marking plans for the parking lots.

Waterline: NFra will provide design services to prepare construction documents for a new 12" waterline that will follow the new roadway alignment and connect to existing 12" waterlines in Hillcrest Drive and Val Vista Drive completing a looped system. Fire hydrants will be provided to meet spacing requirements and new water services will be provided at locations where amenities are needed throughout the park. New water service sizes and meter sizes will be provided by the City. Plan and profile sheets will be prepared at a scale of 1" = 20'.

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Reclaimed Waterline: NFra will provide design services to prepare construction documents for new reclaimed waterlines that will serve the proposed lake and provide a connection from the City's Hillcrest Recovery Well site located near the northwest corner of the Basha High School property to an existing 12" reclaimed waterline stub out near the Riggs Road and Hillcrest Drive intersection. A new line will be designed from the Hillcrest Recovery Well site to the lake's wet well. The size of the line will be provided to NFra by others. Design of the lake's wet well and modifications to the existing well site, if needed, will be provided by others. New water service sizes and meter sizes will be provided by the City. Plan and profile sheets will be prepared at a scale of 1" = 20'.

Sewer Line: NFra will provide design services to prepare construction documents to extend an existing 8" sewer line north from an existing stub out at a manhole located at the Riggs Road and Hillcrest Drive intersection. The new sewer main will be extended along existing Hillcrest Drive and the new roadway alignment within the park. New sewer services will be provided at locations where amenities are needed throughout the park. New sewer service sizes will be provided by the City. Plan and profile sheets will be prepared at a scale of 1" = 20'.

Potholing: Potholing to locate and verify existing utilities that may be in conflict with new improvements will be provided by others. NFra will assist with preparing a pothole request list at the 60% stage. Survey of existing sewer manhole lids, inverts, and pipe sizes will be completed by the project's survey firm and provided to NFra.

MCESD Approval to Construct Permit: NFra will submit the permit application and final sealed plans to Maricopa County Environmental Services Department (MCESD) to obtain the Approval to Construct (ATC) permits for the waterline, sewer line, and reclaimed waterline. If modeling is required for the submittal, it will be provided by the City and include information from their overall master plans that established the existing pipe sizes that were intended to serve the park.

Utility Coordination: NFra will coordinate with the City, Design Team, and MCESD for the proposed City owned utilities (water, reclaimed water and sewer). NFra will coordinate with other utilities to determine potential conflicts that need to be resolved and to provide services for the new park amenities. New park services may include gas lines from Southwest Gas, electrical from SRP, and fiber / communication lines from Cox and/or Lumen. No other utilities are anticipated. Load calculations, completed forms, and pipe sizes will be provided to utility provider by others that are designing the service needs. NFra is only providing the utility coordination, not the design.

NFra will coordinate with RWCD and their designer for the irrigation ditch relocation along Cloud Drive. The relocation design will be completed by RWCD's designer.

Submittals: All submittals will be made to J2 for their distribution to project stakeholders for review as the design progresses. The final submittal will include sealed documents for construction. Construction drawings will be submitted to J2 in electronic format, saved to 22" x 34" (ANSI "D" size) for plotting at true half size (11" x 17") pdf's. J2 will provide the border sheet for plan production. Submittals will occur at the following stages:

- **Pre-Tech Submittal:** NFra will submit preliminary CAD files that outline the design intent for the new roadway and utility improvements to J2 for their incorporation into the overall submittal to the City.

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- **30% Submittal:** NFra will submit CAD files, pdfs of the roadway and utility design plans and opinion of probable construction costs to J2 for their incorporation into the overall project documents.

- **60% Submittal:** NFra will submit CAD files, pdfs of the roadway and utility design plans, specifications, and opinion of probable construction costs to J2 for their incorporation into the overall project documents.

- **95% Submittal:** NFra will submit CAD files, pdfs of the roadway and utility design plans, specifications, and opinion of probable construction costs to J2 for their incorporation into the overall project documents.

- **100% Submittal:** NFra will submit CAD files, pdfs of the roadway and utility design plans, specifications, and opinion of probable construction costs to J2 for their incorporation into the overall project documents.

- **Final Submittal, Sealed:** NFra will submit CAD files, sealed pdfs (22" x 34" and 11" x 17") of the design plans, sealed specifications, and final opinion of probable construction costs to J2 for bid advertisement. Utility plans will be submitted to MCESD with the ATC permit applications.

Task 200: Meetings and Site Visits:
NFra will attend the following meetings to discuss the project improvements.

- **Design Kickoff Meeting (1):** Two representatives from NFra will attend to establish the goals and objectives of the project. Meeting is anticipated to be two hours in length.

- **Comment Resolution Meetings (4):** One representative from NFra will attend to discuss and resolve comments. Meetings are anticipated to be three hours in length with comments tentatively addressed by NFra prior to meeting.

- **Team Design Meetings (10):** One representative from NFra will attend coordination meetings with J2 and the City. These meetings will be used to address design issues and issues that will arise in the preparation of the construction documents. Meetings are anticipated to be two hours in length.

- **Site Visit:** NFra will perform a site investigation to identify and confirm existing features and potential conflicts with the new improvements. Two representatives from NFra will conduct the site visit which is anticipated to be three hours in length.

Task 300: Quantities / Estimates / Specifications / QC / Phasing:
NFra will assist J2 in quantifying and estimating construction costs for the NFra designed components of the project.

NFra will assist J2 in preparing specifications for the NFra designed components of the project. The latest MAG Standard Details and Specifications along with current City of Chandler supplemental Details and Specifications will be used and referenced for the design improvements. Specifications will be submitted starting with the 60% submittal.

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NFra will conduct internal quality control on all plans and calculations prior to each submittal to ensure conformance to project requirements.

NFra will prepare 30% design plans as one package for the entire park site. Subsequent submittals will be broken out into three separate documents for construction phasing.

B. ASSUMPTIONS

1. Geotechnical investigations and reports will be completed by others with required information for the roadway and utility designs provided to NFra.
2. Topographic survey and any supplemental survey deemed necessary will be completed by others. Topographic and base files will be provided to NFra by J2.
3. Required legal descriptions and exhibits will be prepared by others.
4. Parking lot designs are not included in NFra's scope of work. Parking lots and site civil grading to be designed by J2.
5. Drainage analysis, design, preparation of plans, and reports are not included in NFra's scope of work, including roadside retention basins.
6. Traffic lighting, signals, and electrical plans are not included in NFra's scope of work.
7. SWPPP and Erosion Control plans are not included in NFra's scope of work.
8. Pothole investigations will be conducted by others with data provided to NFra.
9. Reproduction of all submittals/review sets/bid sets and submittals to the City's portal will be made by J2.
10. Record drawing plans and existing conditions will be provided to NFra by J2.
11. Public meetings are not required to be attended by NFra.
12. Permitting, permitting fees, review fees, or other design related fees are not included in NFra's scope of work or expenses, including MCESD, RWCD or other utility fees. Project's allowance budget will be used to cover these fees.
13. Post Design Services is not included in NFra's scope of work.
14. Front cover sheet and legend sheet of plans to be completed by J2.
15. Riggs Road sewer main is deep enough to extend and provide coverage to the entire park. The Riggs Road sewer is the only connection needed for the project.
16. Water, sewer, and reclaimed water services and connections within buildings, restrooms, concession stands, dog parks, pump stations, and lakes will be designed by others.
17. Any modifications to the existing Hillcrest Recovery Well equipment or site will be completed by others.
18. Buildings and lake wet well be designed by others, including all utilities.
19. The locations of the existing intersections at Val Vista Drive do not need to be modified. Park improvements will match improvements constructed with the Town of Gilbert's ST112 project.

C. COMPENSATION

Compensation will be on a lump sum not to exceed basis:

Design Service Fees: $315,750.00

D. SCHEDULE

J2 will establish and provide NFra the design schedule.

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NFra Inc. 77 East Thomas Road, Suite 200; Phoenix, Arizona 85012 • 602.277.0967 • Fax: 602.277.5937
a transportation engineering firm

Client: City of Chandler
Subconsultant To: J2 Engineering and Environmental Design, LLC
Project: Mesquite Groves Park
Project No.: PR2401.201

DESIGN SERVICES
ESTIMATED DIRECT LABOR
MESQUITE GROVES PARK

Classification	Estimated Labor Hours	Avg. Hourly Rate	Labor Cost
Project Manager	157	$215.00	$33,755.00
Senior Project Engineer	927	$185.00	$171,495.00
Designer / Technician	884	$125.00	$110,500.00
	1968	Total Estimated Labor	**$315,750.00**

TOTAL ESTIMATED COST - DESIGN SERVICES **$315,750.00**

Randy Weyrauch

CONSULTANT SIGNATURE
(Randy Weyrauch, P.E.)

1/16/2025
DATE

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NFra Inc.
Client: City of Chandler
Project: Mesquite Groves Park
PR2401.201

	A	B	C	D	E	F	G	H	J
1	**City of Chandler - Mesquite Groves Park**	**SCALE**	**NO. SHTS.**	**HRS/SHT**	**TOTAL**	**Project**	**Sr. Project**	**Designer**	**TOTAL**
2					**HOURS**	**Manager**	**Engineer**	**Technician**	
3	Labor Classification Rate					$215.00	$185.00	$125.00	
4									
5	**Task 100: Roadway and Utility Design Services**								
6	**Roadway**								
7	Roadway General Note Sheet	NA	1	6.0	6	0	2	4	
8	Roadway Geometric Control Sheet	100	1	9.0	9	1	4	4	
9	Typical Section Sheet	NA	1	15.0	15	1	6	8	
10	Corner Ramp Detail Sheets	10	5	23.0	115	5	50	60	
11	Intersection Grading Sheets	10	1	16.0	16	2	6	8	
12	Hillcrest Drive Plan and Profile Sheets	20	7	35.0	245	21	105	119	
13	Cloud Drive Plan and Profile Sheets	20	3	35.0	105	9	45	51	
14	Signing and Pavement Marking Sheets	20	8	12.0	96	4	40	52	
15	Modeling to Create Cross Sections for Hillcrest and Cloud	NA	NA	NA	54	2	32	20	
16	**Utilities**								
17	Utility Cover Sheet	NA	1	6.0	6	0	3	3	
18	Utility General Note Sheets	NA	3	3.0	9	0	3	6	
19	Misc Detail Sheets	NA	3	13.3	40	4	20	16	
20	Water Main Plan and Profile Sheets	20	7	28.0	196	7	91	98	
21	Water Service Sheets	20	8	13.0	104	8	40	56	
22	Fire Hydrant Profile Sheets	10	2	27.0	54	2	20	32	
23	Sewer Main Plan and Profile Sheets	20	9	28.0	252	9	117	126	
24	Sewer Service Sheets	20	4	26.0	104	8	40	56	
25	Reclaimed Water Main Plan and Profile Sheets	20	6	27.0	162	12	66	84	
26	Utility Coordination	NA	NA	NA	80	8	48	24	
27	RWCD Coordination and Permit Application	NA	NA	NA	36	6	20	10	
28	MCESD Coordination and Submittals for ATC Permits	NA	NA	NA	28	4	20	4	
29	Task 100: Sub Task Hours per Category		70	24.7	1732	113	778	841	1732
30	Task 100: Sub Task Fee per Category					$24,295.00	$143,930.00	$105,125.00	$273,350.00
31									
32	**Task 200: Meetings and Site Visits**								
33	Design Kickoff Meeting (1)	NA	NA	NA	4	2	2	0	
34	Comment Resolution Meetings (4)	NA	NA	NA	12	6	6	0	
35	Team Design Meetings (10)	NA	NA	NA	20	6	14	0	
36	Site Visit (1)	NA	NA	NA	6	0	3	3	
37	Task 200: Sub Task Hours per Category		NA	NA	42	14	25	3	42
38	Task 200: Sub Task Fee per Category					$3,010.00	$4,625.00	$375.00	$8,010.00
39									
40	**Task 300: Quantities / Estimates / Specifications / QC / Phasing**								
41	Quantities and Estimates	NA	NA	NA	28	4	16	8	
42	Specifications	NA	NA	NA	60	10	50	0	
43	Quality Control (Pre-Tech, 30%, 60%, 95%, 100%)	NA	NA	NA	26	12	10	4	
44	Design Plan Set Phasing after 30%	NA	NA	NA	80	4	48	28	
45	Task 300: Sub Task Hours per Category		NA	NA	194	30	124	40	194
46	Task 300: Sub Task Fee per Category					$6,450.00	$22,940.00	$5,000.00	$34,390.00
47									
48	**TOTAL HOURS PER CATEGORY**				1968	**157**	**927**	**884**	**1968**
49	**TOTAL FEE PER CATEGORY**					**$33,755.00**	**$171,495.00**	**$110,500.00**	**$315,750.00**
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WRIGHT engineering corporation

PROPOSAL
B25-0004

January 10, 2025

J2 Engineering & Environmental Design
4649 E Cotton Gin Loop, Ste. B2
Phoenix, AZ 85040

Re: Mesquite Groves Park

Attn: Jeff Velasquez

Wright Engineering appreciates this opportunity to submit a proposal for electrical engineering services on the above referenced project. The following services will be performed in a professional manner to meet City of Chandler requirements:

Electrical Design Scope of Services:

1. Coordinate design with City of Chandler, J2 and other design team members, CMAR, and SRP as noted:
    a. Project coordination will be performed primarily via email, telephone calls, and virtual meetings.
    b. Up to (8) eight in-person design coordination meetings are included in this scope.
    c. Up to (4) four comment resolution meetings are included in this scope
2. Design the electrical power system to meet local codes and requirements.
3. Prepare 24" X 36" electrical construction drawings in 3 separated phase plan sets, showing all new equipment to include the following:
    a. Electrical service entrance and distribution equipment
    b. 2-3 lighted Multi-Use fields (with cricket overlay)
    c. 3-4 lighted ball fields
    d. A 2-zone lighted dog park
    e. Skate park and cycle/pump track lighting
    f. 6 lighted pickleball courts
    g. 2 lighted basketball courts
    h. 2-6 lighted sand volleyball courts
    i. Lighting in air-nasium or field house structure
    j. Splash pad:
        1) Power feed for controller and pumps
        2) Lighting
    k. Major destination playground lighting
    l. Secondary inclusive playground lighting
    m. Small playground lighting at ball fields
    n. Power to the fishing lake pumping system including pumps, water feature and recirculation system
    o. Large event or food truck receptacles (up to 8)
    p. Maintenance Yard:
        1) Yard lighting and GFCI outlets

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2) Electric gates power
3) Maintenance bays lighting and outlets
4) Small office building power and lighting
5) Communications conduits for cameras (equipment and locations by the city)

q. Power feed to restroom and concession buildings (4 locations)
r. 2 restroom and concession buildings power and lighting
1) Including power for electronic door locks
s. 2 standard restroom buildings power and lighting
1) Including power for electronic door locks
t. 12 picnic ramada power and lighting
u. 4 large destination ramadas power and lighting
1) Ceiling fan power
2) Outdoor kitchen space power
v. Pathway and trail lighting with lighting at exercise nodes
w. Parking lot & drive isle lighting
x. Fabric shade structure mounted lighting
y. Irrigation controller power
z. Communications systems conduits (WiFi, etc.)
aa. Infrastructure coordination with SRP for future Recreation Center (~25,000 sq ft)

4. Prepare photometric calculations showing all lighting averages, uniformities and spill light mitigation/control at adjacent property lines.
5. All lighting on/off control will be designed per client's requirements. All necessary equipment will be shown on the plans.
6. For the equipment listed above prepare:
   a. Elevation views
   b. Installation details
   c. Load calculations
   d. Single line diagrams
   e. Panel schedules
   f. Power conduit and wire table
   g. System fault current calculations
   h. Voltage drop calculations
7. Prepare an engineer's opinion of probable electrical construction costs coordinated with CMAR at each of 3 last submittals broken out by park construction phase.
8. Prepare project specific electrical specifications per City of Chandler standards.
9. Perform in-house QAQC review and modifications.
10. The above plans will be provided to client at 30%, 60%, 95% and Final (100%) levels for submittal review and comment. Submittals will be made via email in digital PDF format. Client will submit to the City as required.
11. Municipal and team conflict review comments will be responded to and addressed.
12. Structural calculations for the light foundations will be completed by the team structural engineer.

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Public Street Lighting Design Scope of Services:

1. Coordinate design with J2, civil engineer and CMAR as noted:
    a. Project coordination will be performed via email, telephone calls, and virtual meetings, in-person meetings are not included in this scope.
2. Visit the site to determine existing adjacent street lighting conditions. Up to (1) one visit.
3. Prepare sealed photometric calculation drawings 24 x 36. The photometric calculations will show the existing and proposed lighting levels for all streets and intersections as required.
4. Design will include the required lighting locations to meet Chandler requirements.
5. Prepare 24" X 36" street light construction drawings showing all street lighting for the following streets:
    a. Hillcrest Drive extension throughout the park continuing to Val Vista Drive (~3540 linear feet)
    b. Design of City Fiber Optic Network extension conduits along Hillcrest Drive
6. Prepare an engineer's estimate of probable street lighting construction costs with CMAR coordination.
7. Perform in-house QAQC review and modifications.
8. The above plans will be provided to client for submittal review and comment at 30%, 60%, 95% and Final (100%) levels. Submittals will be made via email in digital PDF format. Client will submit to the City as needed.
9. Municipal review comments will be responded to and addressed.

Please Note: All underground electrical utilities, providing power to public street lights, shall be designed by local utility company.

Traffic Signal Design Scope of Services:

1. Coordinate design with J2, civil engineer, CMAR, City of Chandler and Town of Gilbert as noted:
    a. Project coordination will be performed via email, telephone calls, and virtual meetings, this task includes one pre-design meeting.
2. Visit the site to determine existing adjacent signal conditions. This task will include identifying potential overhead and underground conflicts. Up to (1) one visit.
3. Prepare 24" X 36" traffic signal construction drawings for one intersection:
    a. S. Val Vista Drive and Hillcrest Drive
4. Design all new equipment including vehicle and pedestrian indications, vehicle detection, pre-emption equipment, signal poles, mast arms, foundations, signal pole mounted luminaires, illuminated street name signs, controller cabinet, power service pedestal, antenna, and video cameras.
5. All equipment will be designed to meet local codes and ordinances as well as ADA, MUTCD, OSHA, NESC, and other applicable state and federal requirements as adopted by the local jurisdiction.
6. Prepare equipment schedule identifying all equipment required.
7. Prepare conduit and conductor table to power all equipment.
8. Prepare an internal illuminated street name sign equipment schedule.

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9. Coordinate tie in of the traffic signal interconnect conduit into signal system. Traffic signal interconnect design is not included in this scope.
10. Prepare single line diagram and load calculations for power service pedestal as required.
11. Prepare an engineer's estimate of probable construction costs in coordination with CMAR with item and unit cost breakdown.
12. Perform in-house QA/QC review.
13. Coordinate with client regarding review comments from design team and municipality.
14. The above plans will be provided to client for submittal review and comment at 30%, 60%, 95% and Final (100%) levels. Submittals will be made via email in digital PDF format. Client will submit to the City as needed.
15. Municipal review comments will be responded to and addressed.

Responsibilities of Others:

1. Provide Wright Engineering Corp. electronic base files in an AutoCAD format which includes all proposed and existing utilities, all proposed improvements, and any existing conditions that affect this scope.
2. Wright Engineering will submit plans to the civil engineer or landscape architect for submittal to the local government agencies for approval and permits.
3. Designation of location of Utility Company point of electrical service connection for electric meters and public street lighting will be determined by the local utility company. The owner is responsible for coordination of the design of all electrical utility power services.

Final Deliverables:

1. Upon completion of the design, we will provide final sealed documents bearing the signature of a registered electrical engineer in the State of Arizona.

Engineering Fee:

The above services will be provided as follows:
1. Electrical Design Services: **$146,080.00** (Lump Sum)
2. Public Street Lighting Design Services: **$6,260.00** (Lump Sum)
3. Traffic Signal Design Services: **$20,510.00** (Lump Sum)

Please Note: Services as stated above can be provided in whole or part to meet client needs.

Hourly Rate Schedule:

Any services listed as billed hourly or not specifically included in the Scope of Services section shall be payable at the following rates:

Principal	$210/hour	Designer	$130/hour
Senior Engineer	$180/hour	Drafter	$110/hour
Engineer	$150/hour	Admin	$80/hour

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Printing Charges:

Although not anticipated, any printing and delivery requested will be charged at cost.

Billing:

We will bill you on a monthly basis for these services. Payment terms are Net 30 days. This proposal will be valid for the next 90 days. If you have any questions, please contact us at your earliest convenience.

I look forward to working with you on this project. Please show your acceptance of this proposal by signing below and returning one copy for my records.

Sincerely,

R. Scott Wright, P.E., LC
Wright Engineering Corporation

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Acceptance:

The Client agrees that the technical methods, techniques, and pricing information contained in any proposal submitted by Wright Engineering pertaining to this project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of Wright Engineering.

I have received and read Appendix 'A' and agree to all terms and conditions as outlined in Appendix 'A' and this proposal. By signing, the proposal becomes the agreement and is executed.

Accepted this _____ day of _____ 2025

_____
(Company Name)

_____
(Signature)

_____
(Print or Type Name)

_____
(Title)

Client Billing Information:

_____
(Contract / Accounts Payable Contact Name)

_____
(Address)

_____
(Business Phone) (Mobile Phone)

_____
(Email)

It is our desire to keep communication flowing freely. To contact us for contract information or accounts payable information, please email Cami Penrod at cpenrod@wrightengineering.us or call us at 480.497.5829.

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Appendix 'A'
Terms and Conditions

Certifications
Wright Engineering Corp. shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Wright Engineering Corp. cannot ascertain.

Termination of Services
This agreement may be terminated by the Client or Wright Engineering Corp. should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Wright Engineering Corp. for all service and reasonable expenses rendered to the date of termination.

Ownership of Documents
All documents produced by Wright Engineering Corp. under this agreement shall remain the property of Wright Engineering Corp. and may not be used by the Client for any other endeavor without the written consent of Wright Engineering Corp.

Billings/Payments
Invoices for Wright Engineering Corporation services shall be submitted, at Wright Engineering Corporation's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Wright Engineering Corporation may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate or suspend the performance of the service. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of one-and-one-half percent (1.5%) (or the maximum rate allowed by law, whichever is less) on the then unpaid balance. In the event any portion, or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.

Unauthorized Changes
In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Wright Engineering Corp. without obtaining Wright Engineering Corporation's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against Wright Engineering Corp. and to release Wright Engineering Corp. from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Wright Engineering Corp. from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

Permits and Approvals
It is the responsibility of the Client to obtain all permits and approvals normally required by law for projects similar to the one for which Wright Engineering Corporation's services are being engaged. Wright Engineering Corp. may assist the Client as requested in applying for those permits and approvals for an additional fee. This service is not included in the Basic Services of this Agreement.

Construction Supervision
The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with this Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

Changed Conditions
If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

Attorneys' Fees
In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

Arbitration
In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to non-binding arbitration unless parties mutually agree otherwise.

Proprietary Information
The Client agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by Wright Engineering Corp pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of Wright Engineering Corp.

Indemnification
The Consultant and the Subconsultant mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

Insurance
Wright Engineering Corporation shall carry and maintain the following types of insurance that covers the entire scope of work described in the contract: (i) commercial general liability (Bodily Injury/Property Damage) $1,000,000 per occurrence and $2,000,000 general aggregate; and (ii) an umbrella policy in the amount of $4,000,000 per occurrence and $4,000,000 aggregate.

Limitation of Liability
Neither the engineer, the engineer's consultants, nor their agents or employees shall be jointly or individually liable to the owner in an amount in excess of our insurance limits.

EXHIBIT “F”
FEDERAL REQUIREMENTS

N/A

Mesquite Groves Park
Conceptual Master Plan

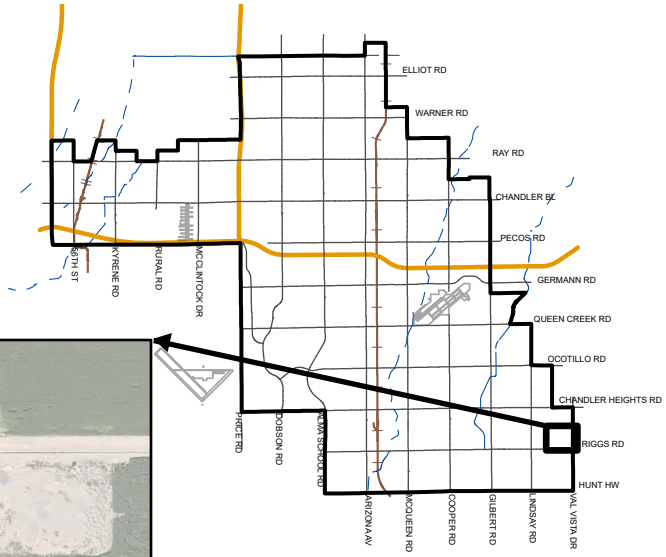
February, 2025

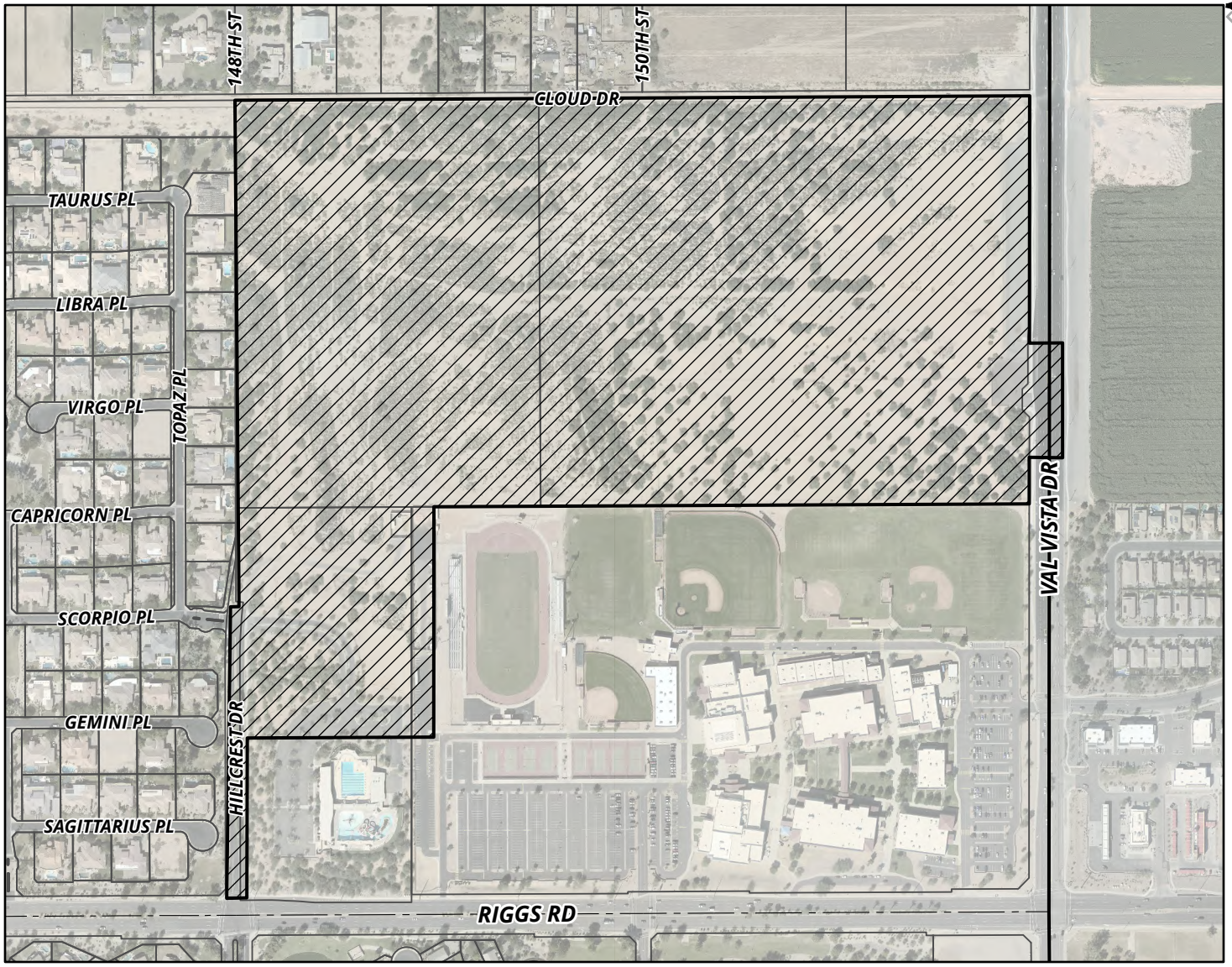
CHANDLER arizona | Community Services Parks & Recreation
DISCOVER. IMAGINE. GROW.

Design

CHANDLER
arizona

MESQUITE GROVES PARK
PROJECT NO. PR2401.202





MEMO NO. CP25-090

PROJECT LIMITS

NTS

ChanGIS

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CHANDLER arizona
Community of Innovation

City Council Memorandum Cultural Development Memo No.

Date: March 24, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kim Moyers, Cultural Development Director
From: Lauren Koll, Downtown Redevelopment Program Manager
Subject: Downtown Chandler Enhanced Municipal Services District: Assessment Modification, Expense Statement, and Public Hearing Notice

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5880 authorizing modification of the assessment diagram for the Downtown Chandler Enhanced Municipal Services District; making a statement and estimate of expenses for the district; completing the assessment; setting the date for the hearing on the assessment; and ordering the giving of notice of such hearing.

Background:

On November 17, 2005, City Council adopted Resolution No. 3905, creating the Downtown Chandler Enhanced Municipal Services District with the mission to provide marketing, promotion, security, enhanced beautification, and district management within Downtown Chandler. The City subsequently executed a master contract with the Downtown Chandler Community Partnership (DCCP) to perform such services for a period of 10 years and has renewed the agreement every year thereafter. Fiscal Year 2025-26 represents the 20th operating year of the District.

As part of the annual assessment procedures each year, the assessment diagram and assessment roll need to be updated to reflect changes in ownership, plats, and land uses. Additionally, a public hearing must be held, along with the opportunity for District property owners to file objections.

Discussion:

Resolution No. 5880 sets a Public Hearing and notifies property owners of the intent to modify assessments for properties in the District, as required. The resolution also authorizes the City Council to estimate the District's expenses for Fiscal Year 2025-26, establish the hearing date, and notify the public. If Council approves Resolution No. 5880, the hearing will be held May 22, 2025, at 6:00 p.m. in the City Council chambers. DCCP staff will notify all property owners within the District boundary and the City will publish the notice in a daily newspaper for five consecutive days, as required by state law.

Assessments in the District are based on three weighted factors: assessed value, building square footage, and land square footage. All properties will be assessed at the same rate, except for buildings in the historic square, which will be assessed at double the building square footage rate due to the increased resources required in this area from higher pedestrian traffic. Privately-owned downtown parking garages are exempt from building square footage calculations but will still be assessed based on assessed value and land square footage.

At the Chandler City Council Meeting in May, staff will present a resolution to approve the Annual Assessment Roll, which will document the assessment amounts for each parcel. Staff will also present the Chandler Enhanced Municipal Services Agreement for Fiscal Year 2025-26 between the City of Chandler and the Downtown Chandler Community Partnership, including an operating plan and District budget, and authorize the City's voluntary contribution.

After City Council approval, the assessment roll will be sent to the Maricopa County Assessor for inclusion in the fall 2025 property tax bills.

Financial Implications:

The total assessments for Fiscal Year 2025-26 amount to $403,713.07, which includes the City's voluntary contribution. Given the DCCP's success in organizing profitable events, the District's operating budget for FY 2025-26 may exceed this amount, but it will remain in compliance with the contract reserve policy. The final amount will be presented to the City Council in May as part of the DCCP contract for District management services.

For the past three years, the DCCP has requested a 5% inflation adjustment to private properties and the city's voluntary contribution. The new private assessment for FY 2025-26 is $266,182.81. While the City is not required to pay into the District assessment as a public entity, it has voluntarily contributed since the District's inception. With the proposed 5% increase, the City's new contribution

will be $137,530. Funding for the City's voluntary contribution is included in the Downtown Redevelopment operating budget request for FY 2025-26.

Attachments

Resolution No. 5880
EMSD Boundary Map
EMSD Map
Notice of Hearing
EMSD Annual and Estimate of Expenses
EMSD Assessment Roll 2025/2026

RESOLUTION NO. 5880

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING MODIFICATION OF THE ASSESSMENT DIAGRAM; MAKING A STATEMENT AND ESTIMATE OF EXPENSES FOR THE DOWNTOWN CHANDLER ENHANCED MUNICIPAL SERVICES DISTRICT; COMPLETING THE ASSESSMENT; SETTING THE DATE FOR THE HEARING ON THE ASSESSMENT; AND ORDERING THE GIVING OF NOTICE OF SUCH HEARING.

WHEREAS, the Mayor and Council has initiated an enhanced municipal services improvement district within the City of Chandler designated the Downtown Chandler Enhanced Municipal Services District (the "District") by the adoption of Resolution No. 3905 (the Resolution of Intention); and

WHEREAS, further modifications to the Assessment Diagram are required to accurately show the parcels within the District; and

WHEREAS, duplicate copies of the 2025-26 Modified Assessment Diagram have been prepared and submitted to the Mayor and Council for approval; and

WHEREAS, the Mayor and Council have been presented with information regarding a statement and estimate of the expenses of the District for the fiscal year commencing July 1, 2025 (the "Estimate"), and an assessment of the total sum upon the several lots within the District, each respectively in proportion to the benefits to be received by each lot (the "Assessment"); and

WHEREAS, it is now in order for the Mayor and Council to approve the 2025-26 Modified Assessment Diagram, make the Estimate, complete the Assessment and fix a time to hear and pass upon the Assessment and the prior proceedings relating thereto.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, as follows:

Section 1. Approves the 2025-26 Modified Assessment Diagram for the District is approved.

Section 2. The City Clerk shall certify the fact and date of such approval on the duplicate copies of the 2025-26 Modified Assessment Diagram.

Section 3. The Estimate as presented is hereby accepted and made the Estimate for the District for the fiscal year commencing July 1, 2025. The Assessment, as presented is hereby made and accepted as the complete Assessment for the District for the fiscal year commencing July 1, 2025.

Section 4. The Mayor and Council hereby set the hearing on the Assessment hereby made to be held at the following time and place:

Date of Hearing: May 22, 2025
Time of Hearing: 6:00 p.m.
Place of Hearing: Council Chambers
City Hall
88 E. Chicago Street
Chandler, Arizona

Section 5. The Notice of Hearing on Assessment ("Notice") shall be substantially in the form attached hereto and marked Exhibit A. The Mayor and Council hereby order that said Notice be published and mailed as follows: publish a copy of said Notice five (5) days in the Arizona Republic and mail, at least 20 days prior to the hearing, a copy of the Notice to all persons owning real property affected by the assessment, as the names and addresses appear on the last certified tax roll for state and county purposes.

Section 6. The Superintendent of Streets shall file an affidavit and supporting papers in conformance with the directions contained in this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this _____ day of _____, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

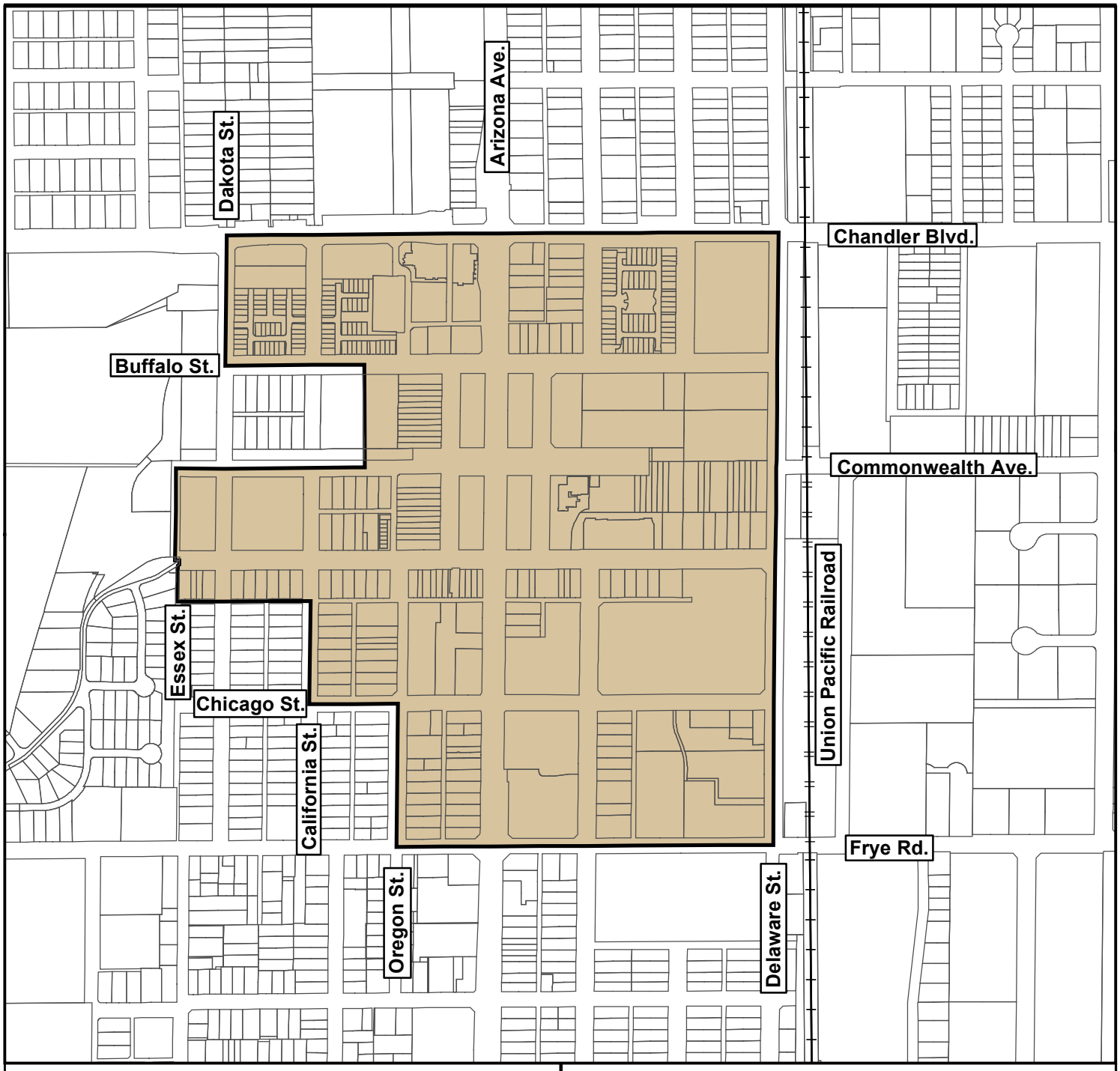
I HEREBY CERTIFY that the above and foregoing Resolution No. 5880 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____ 2025, and that a quorum was present thereat.

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney TA

Attachment: Notice of Hearing on Assessment



Boundary Map

Exhibit A

City of Chandler
Enhanced Municipal
Services District

Parcels

Railroad

N

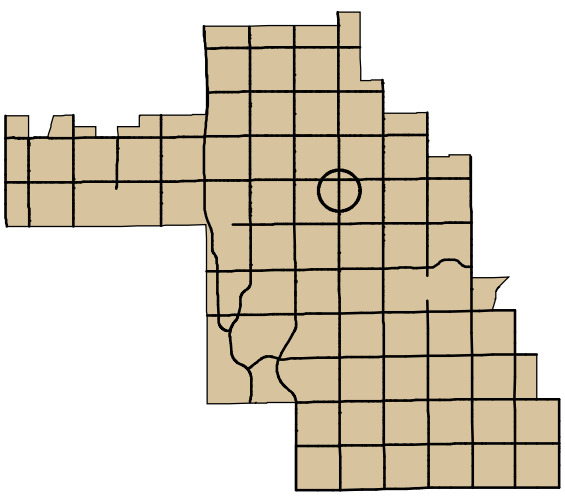
0 300 600 1,200
Feet

City of Chandler 2/14/2025

Exhibit B
City of Chandler Enhanced Municipal Services District
Assessment Diagram 2025-2026

Note: For detailed parcel information including building and lot square footage please refer to Exhibit D.

Area shown in detail



Assessed Parcels

- Historic Downtown
- City Owned
- Privately Owned

Exempt Parcels

- Residential
- Other

- Streets
- District Boundary

0 125 250 500 750 1,000 Feet

CHANDLER arizona

Map produced by the City of Chandler Planning Division February 20, 2025

NOTICE OF HEARING ON ASSESSMENT

TO THE PROPERTY OWNERS AND ALL PERSONS CLAIMING AN INTEREST IN ANY PROPERTY WITHIN THE DOWNTOWN CHANDLER ENHANCED MUNICIPAL SERVICES DISTRICT IN THE CITY OF CHANDLER, ARIZONA.

NOTICE IS HEREBY GIVEN of the time fixed for hearing and passing upon the annual assessments and proceedings heretofore had and taken for enhanced municipal services in the City of Chandler, Arizona (the "City") as described in Resolution of Intention No. 3905 (the "Resolution of Intention").

Pursuant to the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and specifically A.R.S. § 48-575, and all amendments thereto, PUBLIC NOTICE IS HEREBY GIVEN that the Mayor and Council of the City made a statement and estimate of all annual expenses for the Downtown Chandler Enhanced Municipal Services District (the "District") for the fiscal year commencing July 1, 2025, and ending June 30, 2026, and assessed the total cost thereof against the lots within the District. The work proposed to be done in the District is described in the Resolution of Intention on file with the Clerk of the City and in the Plans and Specifications therefore on file with the Clerk of the City, to which Resolution, Plans and Specifications reference is hereby made for a more particular description of the work.

NOTICE IS FURTHER GIVEN that the Mayor and Council have fixed the time and place of hearing and passing upon the said assessments and proceedings heretofore had and taken with respect thereto at:

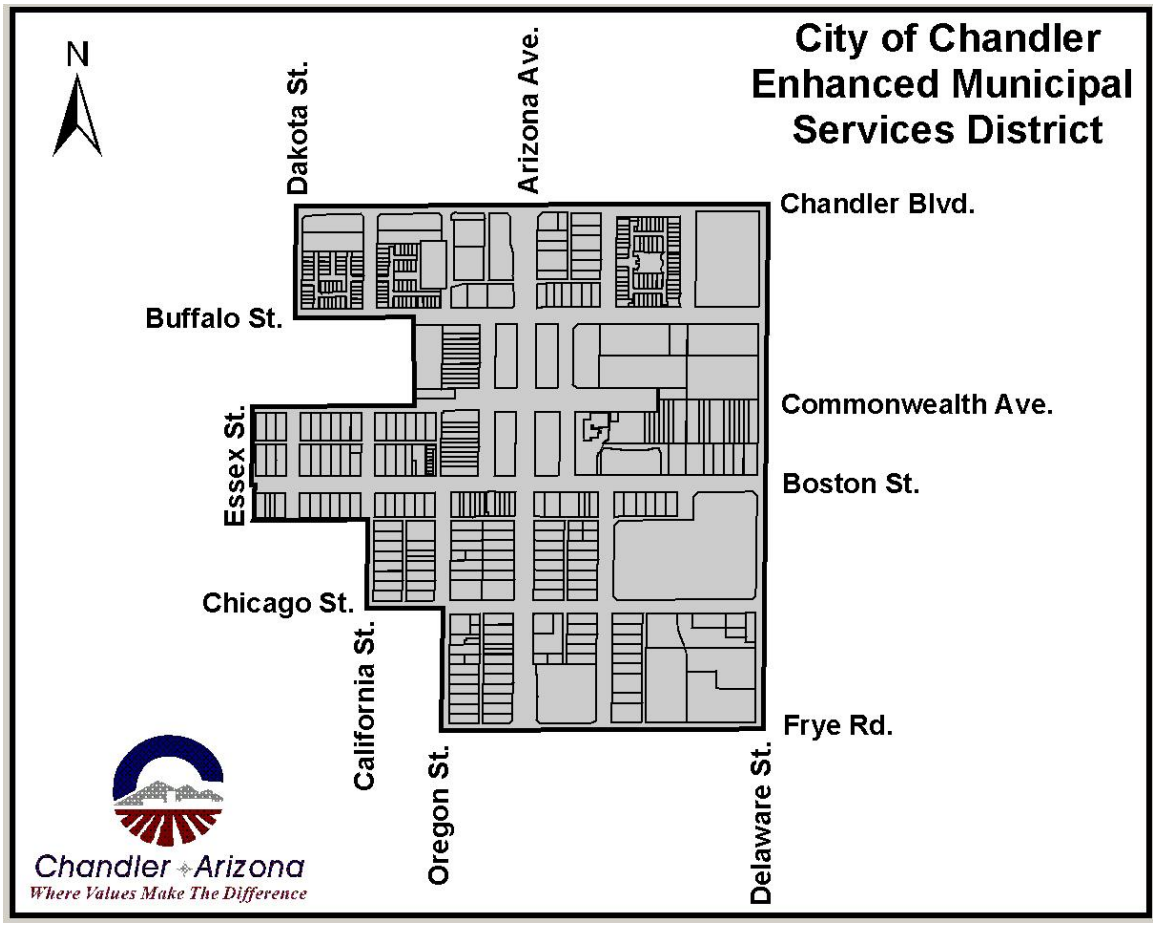
TIME:	6:00 p.m.
DATE:	May 22, 2025
LOCATION:	Council Chambers City Hall 88 E. Chicago Street Chandler, Arizona 85225

The property assessed to pay for said improvement comprises all lots included within the District in said City as described in the Resolution of Intention. The area subject to assessment is shown on the map below.

Any property owner and all other persons directly interested in the work or in the assessment having any objection to the legality of the assessment or to any of the previous proceedings connected therewith, may, at any time prior to the time fixed for said hearing, file with the City Clerk a written notice briefly specifying the grounds for such objection and at the time fixed for said hearing or at a time or times not later than ten (10) days thereafter, to which such hearing may be postponed, the Mayor and City Council will hear and pass upon all objections so made and filed.

All decisions and determinations of the Mayor and Council upon the hearing aforesaid will be final and conclusive upon all persons entitled to object as to all errors, informalities and irregularities which the Mayor and Council might have remedied or avoided at any time during the progress of the proceedings.

/s/ Dana DeLong
CITY CLERK



DOWNTOWN CHANDLER
ENHANCED MUNICIPAL SERVICES DISTRICT

Annual Statement and Estimate of Expenses
For Fiscal Year July 1, 2025– June 30, 2026
and Assessment

Pursuant to Section 48-575(E), Arizona Revised Statutes, as amended, the Mayor and Council of the City of Chandler hereby make and adopt as the annual statement and estimate of expenses for the Downtown Chandler Enhanced Municipal Services District (the "District") for the fiscal year commencing July 1, 2025 and ending June 30, 2026 the following:

Enhanced Service	Proposed Budget
Marketing, Promotions & Special Events	$143,417
Enhanced Public Safety & Beautification	$101,564
Downtown Management & Administration	$152,175
Capital Replacement Fund	$6,556
TOTAL	**$403,712**

The total amount shown above is hereby assessed upon the several lots in the District, each respectively in proportion to the benefits to be received by each lot, as shown on the attached Assessment Roll.

Made and adopted by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2025.

ATTEST:

_____ _____

City Clerk Mayor

Attachment: FY 2025-2026 Assessment Roll

Map ID	Parcel Number	Property Use	Owner Name	In Care Of	Mailing Address	City State Zip	Situs Address	Situs City Zip	Total
261	303-06-537	TH DEFAULT CODE	JOHNSTON MONICA L/HARO EDGARDO		123 N WASHINGTON ST UNIT 1	CHANDLER AZ 85225	123 N WASHINGTON ST 1	CHANDLER 85225	0
262	303-06-538	TH DEFAULT CODE	HODGES EBONY/NORELL/BELL-HODGES DEBRA		123 N WASHINGTON ST 2	CHANDLER AZ 85225	123 N WASHINGTON ST 2	CHANDLER 85225	0
263	303-06-539	TH DEFAULT CODE	FAIR WENDY L		123 N WASHINGTON ST UNIT 3	CHANDLER AZ 85225	123 N WASHINGTON ST 3	CHANDLER 85225	0
264	303-06-540	TH DEFAULT CODE	CHAVARRIA GABRIEL ANDRES		123 N WASHINGTON ST UNIT 4	CHANDLER AZ 85225	123 N WASHINGTON ST 4	CHANDLER 85225	0
265	303-06-541	TH DEFAULT CODE	ROBERT T CRAIN IRREVOCABLE TRU	CRAIN ELIZABET	277 STATE ST	BROOKLYN NY 11201	123 N WASHINGTON ST 5	CHANDLER 85225	0
266	303-06-542	TH DEFAULT CODE	COSIC SASHA		4509 E JOJOBA RD	PHOENIX AZ 85044	123 N WASHINGTON ST 6	CHANDLER 85225	0
267	303-06-543	TH DEFAULT CODE	HARMON ROBERT/KATHLEEN		PO BOX 1090	CHANDLER AZ 852441090	123 N WASHINGTON ST 7	CHANDLER 85225	0
270	303-06-545	TH DEFAULT CODE	ELLIS JULIE ANN		123 N WASHINGTON ST UNIT 9	CHANDLER AZ 85225	123 N WASHINGTON ST 9	CHANDLER 85225	0
271	303-06-546	TH DEFAULT CODE	SIRMANS JERALD/MAULSBY KRISTIN		123 N WASHINGTON ST UNIT 10	CHANDLER AZ 85225	123 N WASHINGTON ST 10	CHANDLER 85225	0
272	303-06-547	TH DEFAULT CODE	SWANTKO DONALD M		123 N WASHINGTON ST UNIT 11	CHANDLER AZ 85225	123 N WASHINGTON ST 11	CHANDLER 85225	0
273	303-06-548	TH DEFAULT CODE	MAGILL PETER/VALARIE A		5002 NIGHTHAWK WAY	OCEANSIDE CA 92056	123 N WASHINGTON ST 12	CHANDLER 85225	0
274	303-06-549	TH DEFAULT CODE	MESEROLL SEAN WILLIAM/MARY LOU		123 N WASHINGTON ST UNIT 13	CHANDLER AZ 85225	123 N WASHINGTON ST 13	CHANDLER 85225	0
314	303-06-550	TH DEFAULT CODE	VIVE AMA RIE 2019 TRUST	PEREYRA AMAN	17967 W HAZELWOOD ST	GOODYEAR AZ 85395	123 N WASHINGTON ST 14	CHANDLER 85225	0
313	303-06-551	TH DEFAULT CODE	BETHANY TIFFANY		7540 EDNA CT UNIT 5314	PLANO TX 75024	123 N WASHINGTON ST 15	CHANDLER 85225	0
312	303-06-552	TH DEFAULT CODE	SCHIEKE SALOME		123 N WASHINGTON ST UNIT 16	CHANDLER AZ 85225	123 N WASHINGTON ST 16	CHANDLER 85225	0
311	303-06-553	TH DEFAULT CODE	JAN TRUST		123 N WASHINGTON ST 17	CHANDLER AZ 85225	123 N WASHINGTON ST 17	CHANDLER 85225	0
310	303-06-554	TH DEFAULT CODE	HARPER JUSTIN		123 N WASHINGTON ST UNIT 18	CHANDLER AZ 85225	123 N WASHINGTON ST 18	CHANDLER 85225	0
307	303-06-556	TH DEFAULT CODE	BRIAN E BARNES TRUST		3136 W IRONWOOD CIR	CHANDLER AZ 85226	123 N WASHINGTON ST 20	CHANDLER 85225	0
306	303-06-557	TH DEFAULT CODE	GISRIEL JAMES B/CHARLOTTE E		20820 N YUKON DR	SUN CITY AZ 85375	123 N WASHINGTON ST 21	CHANDLER 85225	0
305	303-06-558	TH DEFAULT CODE	CHEN RUTH Y		123 N WASHINGTON UNIT 22	CHANDLER AZ 85225	123 N WASHINGTON ST 22	CHANDLER 85225	0
304	303-06-559	TH DEFAULT CODE	PISCOPO SHEILA/MICHAEL		123 N WASHINGTON ST UNIT 23	CHANDLER AZ 85225	123 N WASHINGTON ST 23	CHANDLER 85225	0
302	303-06-560	TH DEFAULT CODE	CLAY ANTHONY		120 N MCQUEEN 119	CHANDLER AZ 85225	123 N WASHINGTON ST 24	CHANDLER 85225	0
301	303-06-561	TH DEFAULT CODE	ALTMAYER KAITLYN		123 N WASHINGTON ST UNIT 25	CHANDLER AZ 85225	123 N WASHINGTON ST 25	CHANDLER 85225	0
300	303-06-562	TH DEFAULT CODE	123 WASHINGTON LLC		4911 S HUDSON PL	CHANDLER AZ 85249	123 N WASHINGTON ST 26	CHANDLER 85225	0
299	303-06-563	TH DEFAULT CODE	HORNED APRIL		123 N WASHINGTON ST UNIT 27	CHANDLER AZ 85225	123 N WASHINGTON ST 27	CHANDLER 85225	0
298	303-06-564	TH DEFAULT CODE	AMOROSO TAMMY		4416 E TANGLEWOOD DR	PHOENIX AZ 85048	123 N WASHINGTON ST 28	CHANDLER 85225	0
297	303-06-565	TH DEFAULT CODE	123 NORTH WASHINGTON #29 LLC		3973 S NEBRASKA ST	CHANDLER AZ 85248	123 N WASHINGTON ST 29	CHANDLER 85225	0
296	303-06-566	TH DEFAULT CODE	CONSALVI EDWARD MICHAEL IV		634 E KRISTA WAY	TEMPE AZ 85284	123 N WASHINGTON ST 30	CHANDLER 85225	0
294	303-06-567	TH DEFAULT CODE	CODD ROBERT S		123 N WASHINGTON ST UNIT 31	CHANDLER AZ 85225	123 N WASHINGTON ST 31	CHANDLER 85225	0
293	303-06-568	TH DEFAULT CODE	MELENDEZ GLENN		123 N WASHINGTON ST 32	CHANDLER AZ 85255	123 N WASHINGTON ST 32	CHANDLER 85225	0
292	303-06-569	TH DEFAULT CODE	MADDOX ROXANA		123 N WASHINGTON ST UNIT 33	CHANDLER AZ 852255547	123 N WASHINGTON ST 33	CHANDLER 85225	0
291	303-06-570	TH DEFAULT CODE	JONES LEONARD SYLVESTER JR		123 WASHINGTON ST UNIT 34	CHANDLER AZ 85225	123 N WASHINGTON ST 34	CHANDLER 85225	0
290	303-06-571	TH DEFAULT CODE	COTTON SARA/GAGNON ROBERT		123 N WASHINGTON ST UNIT 35	CHANDLER AZ 85225	123 N WASHINGTON ST 35	CHANDLER 85225	0
252	303-06-572	TH DEFAULT CODE	PATEL HIMANSHU		6451 CODY CV	OLIVE BRANCH MS 38654	123 N WASHINGTON ST 36	CHANDLER 85225	0
253	303-06-573	TH DEFAULT CODE	ROSALES JOHN		218 E AVENIDA SIERRA MADRE	GILBERT AZ 85296	123 N WASHINGTON ST 37	CHANDLER 85225	0
254	303-06-574	TH DEFAULT CODE	BROWN TIMOTHY/SHAWN		123 N WASHINGTON ST 38	CHANDLER AZ 85255	123 N WASHINGTON ST 38	CHANDLER 85225	0
255	303-06-575	TH DEFAULT CODE	SCHWARTZ JONATHAN D		120 REPUBLICAN ST APT 435	SEATTLE WA 98109	123 N WASHINGTON ST 39	CHANDLER 85225	0
256	303-06-576	TH DEFAULT CODE	MOON MICHAEL/GINA		123 N WASHINGTON ST 40	CHANDLER AZ 85225	123 N WASHINGTON ST 40	CHANDLER 85225	0
257	303-06-577	TH DEFAULT CODE	123 N WASHINGTON LLC		10950 IVY HILL DR UNIT 3	SAN DIEGO CA 92131	123 N WASHINGTON ST 41	CHANDLER 85225	0
258	303-06-578	TH DEFAULT CODE	MATHISEN BRIAN T		123 N WASHINGTON ST UNIT 42	CHANDLER AZ 85225	123 N WASHINGTON ST 42	CHANDLER 85225	0
283	303-06-579	TH DEFAULT CODE	SOMEWHERE HOT RENTALS LLC			RENTON WA 98056	123 N WASHINGTON ST 43	CHANDLER 85225	0
284	303-06-580	TH DEFAULT CODE	MILLER JOSEPH		123 N WASHINGTON ST UNIT 44	CHANDLER AZ 85225	123 N WASHINGTON ST 44	CHANDLER 85225	0
285	303-06-581	TH DEFAULT CODE	GUZMAN JOHN P/BROOKE A		123 N WASHINGTON ST UNIT 45	CHANDLER AZ 85225	123 N WASHINGTON ST 45	CHANDLER 85225	0
286	303-06-582	TH DEFAULT CODE	LANE DEBRA M		123 N WASHINGTON ST UNIT 46	CHANDLER AZ 85225	123 N WASHINGTON ST 46	CHANDLER 85225	0
287	303-06-583	TH DEFAULT CODE	KIM LISA K		123 N WASHINGTON ST 47	CHANDLER AZ 85225	123 N WASHINGTON ST 47	CHANDLER 85225	0
288	303-06-584	TH DEFAULT CODE	HARMON NANCY/ROBERTSON HAROLD		123 N WASHINGTON ST 48	CHANDLER AZ 85225	123 N WASHINGTON ST 48	CHANDLER 85225	0
281	303-06-585	TH DEFAULT CODE	JOHNSON CURTIS D		123 N WASHINGTON ST 49	CHANDLER AZ 85225	123 N WASHINGTON ST 49	CHANDLER 85225	0
280	303-06-586	TH DEFAULT CODE	PINCHUK ALISA		123 N WASHINGTON ST	CHANDLER AZ 85225	123 N WASHINGTON ST 50	CHANDLER 85225	0
279	303-06-587	TH DEFAULT CODE	WOOLLEY BREE E		123 N WASHINGTON ST UNIT 51	CHANDLER AZ 852255557	123 N WASHINGTON ST 51	CHANDLER 85225	0
278	303-06-588	TH DEFAULT CODE	HOUSTON EDWIN C/CAROLEE TR		1442 HENRIETTA ST	REDLANDS CA 92373	123 N WASHINGTON ST 52	CHANDLER 85225	0
277	303-06-589	TH DEFAULT CODE	JONES GREGORY H JR/JOELY A		123 N WASHINGTON ST UNIT 53	CHANDLER AZ 85225	123 N WASHINGTON ST 53	CHANDLER 85225	0
276	303-06-590	TH DEFAULT CODE	PORCUPINE LIVING TRUST	WOODS EDDIE E	4367 TOSI CIR	STEVENSVILLE MI 49127	123 N WASHINGTON ST 54	CHANDLER 85225	0
315	303-06-591	OPEN SPACE AREA - C	123 WASHINGTON HOMEOWNERS AS	TRESTLE MANAG	450 N DOBSON RD STE 201	MESA AZ 85201	123 N WASHINGTON ST	CHANDLER 85225	0
282	303-06-592	OPEN SPACE AREA - C	123 WASHINGTON HOMEOWNERS AS	TRESTLE MANAG	450 N DOBSON RD STE 201	MESA AZ 85201	123 N WASHINGTON ST	CHANDLER 85225	0
303	303-06-593	OPEN SPACE AREA - C	123 WASHINGTON HOMEOWNERS AS	TRESTLE MANAG	450 N DOBSON RD STE 201	MESA AZ 85201	123 N WASHINGTON ST	CHANDLER 85225	0
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251	303-06-599	OPEN SPACE AREA - C	123 WASHINGTON HOMEOWNERS AS	TRESTLE MANAG	450 N DOBSON RD STE 201	MESA AZ 85201			0
289	303-06-600	OPEN SPACE AREA - C	123 WASHINGTON HOMEOWNERS AS	TRESTLE MANAG	450 N DOBSON RD STE 201	MESA AZ 85201			0
295	303-06-601	OPEN SPACE AREA - C	123 WASHINGTON HOMEOWNERS AS	TRESTLE MANAG	450 N DOBSON RD STE 201	MESA AZ 85201			0
3	303-08-162	TH DEFAULT CODE	BECKER DENNIS/KATIE M		527 10TH UNIT 307	SAN DIEGO CA 92101	124 N CALIFORNIA ST 21	CHANDLER 85225	0
4	303-08-163	TH DEFAULT CODE	SOKOL PAUL L		124 N CALIFORNIA ST UNIT 22	CHANDLER AZ 85225	124 N CALIFORNIA ST 22	CHANDLER 85225	0
5	303-08-164	TH DEFAULT CODE	GEIGER DAVID M TR	DAVID M GEIGEF	121 N CALIFORNIA ST UNIT 27	CHANDLER AZ 85255	124 N CALIFORNIA ST 23	CHANDLER 85225	0
6	303-08-165	TH DEFAULT CODE	SCULL PATRICIA A		124 N CALIFORNIA ST 24	CHANDLER AZ 85225	124 N CALIFORNIA ST 24	CHANDLER 85225	0
7	303-08-166	TH DEFAULT CODE	MAURICIO WISSINGER REVOCABLE TRUST		124 N CALIFORNIA ST UNIT 25	CHANDLER AZ 85225	124 N CALIFORNIA ST 25	CHANDLER 85225	0
10	303-08-167	TH DEFAULT CODE	RYAN RENTALS LLC		122 W MACAW DR	CHANDLER AZ 85286	124 N CALIFORNIA ST 26	CHANDLER 85225	0
11	303-08-168	TH DEFAULT CODE	TAYLOR JULIE D		124 N CALIFORNIA ST UNIT 27	CHANDLER AZ 85225	124 N CALIFORNIA ST 27	CHANDLER 85225	0
12	303-08-169	TH DEFAULT CODE	MCCLEARY MICHAEL PAUL		124 N CALIFORNIA ST UNIT 28	CHANDLER AZ 85225	124 N CALIFORNIA ST 28	CHANDLER 85225	0
13	303-08-170	TH DEFAULT CODE	HUMPHREYS CARRIE L		124 N CALIFORNIA ST UNIT 29	CHANDLER AZ 85225	124 N CALIFORNIA ST 29	CHANDLER 85225	0
14	303-08-171	TH DEFAULT CODE	BROCHARD BRENNEN		124 N CALIFORNIA ST UNIT 30	CHANDLER AZ 85225	124 N CALIFORNIA ST 30	CHANDLER 85225	0
32	303-08-172	TH DEFAULT CODE	DAMRON JOSEPH R/BIBI S		124 N CALIFORNIA ST UNIT 31	CHANDLER AZ 85225	124 N CALIFORNIA ST 31	CHANDLER 85225	0
33	303-08-173	TH DEFAULT CODE	MURPHY PATRICK M		PO BOX 6436	ROCKFORD IL 61125	124 N CALIFORNIA ST 32	CHANDLER 85225	0
34	303-08-174	TH DEFAULT CODE	MACKEY LINDA C/ERIC C		124 N CALIFORNIA ST 33	CHANDLER AZ 85225	124 N CALIFORNIA ST 33	CHANDLER 85225	0
35	303-08-175	TH DEFAULT CODE	SAN MARCOS HOLDINGS LLC		8445 S COLLEGE LN	TEMPE AZ 85284	124 N CALIFORNIA ST 34	CHANDLER 85225	0
36	303-08-176	TH DEFAULT CODE	MALCAH B YEHUDAH TRUST		124 N CALIFORNIA ST UNIT 35	CHANDLER AZ 85225	124 N CALIFORNIA ST 35	CHANDLER 85225	0
37	303-08-177	TH DEFAULT CODE	DR CYNTHIA LAVAE BANTON LIVING TRUST		124 N CALIFORNIA ST UNIT 36	CHANDLER AZ 85225	124 N CALIFORNIA ST 36	CHANDLER 85225	0
30	303-08-178	TH DEFAULT CODE	SUSAN M MCKONE-BURKS REVOCABI	MCKONE-BURKS	712 VALLEY VW	DECORAH IA 52101	124 N CALIFORNIA ST 11	CHANDLER 85225	0
29	303-08-179	TH DEFAULT CODE	KUKSA JACLYN M/KRIEGSMANN PAUL J		124 N CALIFORNIA ST UNIT 12	CHANDLER AZ 85225	124 N CALIFORNIA ST 12	CHANDLER 85225	0
28	303-08-180	TH DEFAULT CODE	WAQAS ARSLAN AND NAILA IFFAT FAMILY TRUST		208 W ALAMOSA DR	CHANDLER AZ 85248	124 N CALIFORNIA ST 13	CHANDLER 85225	0
27	303-08-181	TH DEFAULT CODE	HIRLEMAN LAURA		2806 N DAWN DR	COLORADO SPRINGS CO 80918	124 N CALIFORNIA ST 14	CHANDLER 85225	0
26	303-08-182	TH DEFAULT CODE	CEH TRUST	HOEYE CHRISTO	1250 S GILBERT RD	CHANDLER AZ 85286	124 N CALIFORNIA ST 15	CHANDLER 85225	0
19	303-08-183	TH DEFAULT CODE	MINTER MICHAEL/SUSANNE		170 EASTON DR	MOORESVILLE NC 28117	124 N CALIFORNIA ST 16	CHANDLER 85225	0
18	303-08-184	TH DEFAULT CODE	KAUPBOYS TRUST	KAUP JAMES TR	124 N CALIFORNIA ST UNIT 17	CHANDLER AZ 85225	124 N CALIFORNIA ST 17	CHANDLER 85225	0
17	303-08-185	TH DEFAULT CODE	NEAL STUART A		124 N CALIFORNIA ST UNIT 18	CHANDLER AZ 85225	124 N CALIFORNIA ST 18	CHANDLER 85225	0
16	303-08-186	TH DEFAULT CODE	ORR DEWEY/JENNIFER		1321 BRAMBLE PL	LONGMONT CO 80504	124 N CALIFORNIA ST 19	CHANDLER 85225	0
15	303-08-187	TH DEFAULT CODE	ROGERS STEPHEN A/ANDRA		124 N CALIFORNIA ST UNIT 20	CHANDLER AZ 85225	124 N CALIFORNIA ST 20	CHANDLER 85225	0
21	303-08-188	TH DEFAULT CODE	GHRAMM KENNETH		124 N CALIFORNIA ST UNIT 6	CHANDLER AZ 85225	124 N CALIFORNIA ST 6	CHANDLER 85225	0
22	303-08-189	TH DEFAULT CODE	MAGDATO GLEN/CASTILLO-MAGDATO		124 N CALIFORNIA ST UNIT 7	CHANDLER AZ 85225	124 N CALIFORNIA ST 7	CHANDLER 85225	0
23	303-08-190	TH DEFAULT CODE	MAURICIO WISSINGER REVOCABLE TRUST		124 N CALIFORNIA ST 8	CHANDLER AZ 85225	124 N CALIFORNIA ST 8	CHANDLER 85225	0
24	303-08-191	TH DEFAULT CODE	MATTHEW I SCHOENLEY REVOCABLE TRUST		4495 W LINDBERGH WAY	CHANDLER AZ 85226	124 N CALIFORNIA ST 9	CHANDLER 85225	0
25	303-08-192	TH DEFAULT CODE	TRIBLE TRAVIS JAMES/GARRISON KACIE LEE		124 N CALIFORNIA ST UNIT 10	CHANDLER AZ 85225	124 N CALIFORNIA ST 10	CHANDLER 85225	0
40	303-08-193	TH DEFAULT CODE	MILLER RAYMOND/THERESA		4435 RAWLINS RD	ATCHISON KS 66002	124 N CALIFORNIA ST 5	CHANDLER 85225	0
41	303-08-194	TH DEFAULT CODE	SAND DIAN L/STEVE L		124 N CALIFORNIA ST 4	CHANDLER AZ 85225	124 N CALIFORNIA ST 4	CHANDLER 85225	0
42	303-08-195	TH DEFAULT CODE	BUCHANAN SCOTT/JENNA		6003 SEA ISLE	GALVESTON TX 77554	124 N CALIFORNIA ST 3	CHANDLER 85225	0
43	303-08-196	TH DEFAULT CODE	J&D TRUST	LAWRENCE JAM	PO BOX 95033	PHOENIX AZ 85070	124 N CALIFORNIA ST 2	CHANDLER 85225	0
44	303-08-197	TH DEFAULT CODE	CURTIS JASON W		124 N CALIFORNIA ST UNIT 1	CHANDLER AZ 85225	124 N CALIFORNIA ST 1	CHANDLER 85225	0
47	303-08-198	TH DEFAULT CODE	FELDMAN JESSICA MAE		124 N CALIFORNIA ST UNIT 42	CHANDLER AZ 85225	124 N CALIFORNIA ST 42	CHANDLER 85225	0
48	303-08-199	TH DEFAULT CODE	WAGNER DAVID JOHN/GALLEGOS TANYA MARIE		124 N CALIFORNIA ST UNIT 41	CHANDLER AZ 85225	124 N CALIFORNIA ST 41	CHANDLER 85225	0
49	303-08-200	TH DEFAULT CODE	SEMANEK JON L/TRIANA		4029 N HIGHVIEW CIR	MESA AZ 85207	124 N CALIFORNIA ST 40	CHANDLER 85225	0
50	303-08-201	TH DEFAULT CODE	TRAN SUZIE N/TAN YOON SWING		124 N CALIFORNIA ST UNIT 39	CHANDLER AZ 85225	124 N CALIFORNIA ST 39	CHANDLER 85225	0
51	303-08-202	TH DEFAULT CODE	SMITH JASON		124 N CALIFORNIA ST UNIT 38	CHANDLER AZ 85225	124 N CALIFORNIA ST 38	CHANDLER 85225	0
52	303-08-203	TH DEFAULT CODE	BABCOCK BRADLEY D		7394 W PALO BREA LN	PEORIA AZ 85383	124 N CALIFORNIA ST 37	CHANDLER 85225	0
55	303-08-204	TH DEFAULT CODE	COOPER ROBERT		121 N CALIFORNIA ST UNIT 6	CHANDLER AZ 85225	121 N CALIFORNIA ST 6	CHANDLER 85225	0
56	303-08-205	TH DEFAULT CODE	LEWIS DANA		121 N CALIFORNIA ST UNIT 5	CHANDLER AZ 85225	121 N CALIFORNIA ST 5	CHANDLER 85225	0
57	303-08-206	TH DEFAULT CODE	JORGENSEN KIM		121 N CALIFORNIA ST UNIT 4	CHANDLER AZ 85225	121 N CALIFORNIA ST 4	CHANDLER 85225	0
58	303-08-207	TH DEFAULT CODE	BROWN FAMILY TRUST	BROWN THOMA	121 N CALIFORNIA ST UNIT 3	CHANDLER AZ 85225	121 N CALIFORNIA ST 3	CHANDLER 85225	0
59	303-08-208	TH DEFAULT CODE	OCCHUIZZO GARY		121 N CALIFORNIA ST 2	CHANDLER AZ 85225	121 N CALIFORNIA ST 2	CHANDLER 85225	0
60	303-08-209	TH DEFAULT CODE	MAHONEY RYAN		4340 E KIOWA ST	PHOENIX AZ 85044	121 N CALIFORNIA ST 1	CHANDLER 85225	0
63	303-08-210	TH DEFAULT CODE	KATANA GABRIELLA M/DALTON JONATHAN LANCE		121 N CALIFORNIA ST UNIT 37	CHANDLER AZ 85225	121 N CALIFORNIA ST 37	CHANDLER 85225	0
64	303-08-211	TH DEFAULT CODE	GRAHAM JEFFREY A/BARBARA A		121 N CALIFORNIA ST 36	CHANDLER AZ 85225	121 N CALIFORNIA ST 36	CHANDLER 85225	0
65	303-08-212	TH DEFAULT CODE	LIU JACK		121 N CALIFORNIA ST 35	CHANDLER AZ 85225	121 N CALIFORNIA ST 35	CHANDLER 85225	0
66	303-08-213	TH DEFAULT CODE	WHITLOCK JENNIFER		121 N CALIFORNIA ST 34	CHANDLER AZ 85225	121 N CALIFORNIA ST 34	CHANDLER 85225	0
67	303-08-214	TH DEFAULT CODE	JRF PROPERTY LLC		2597 E LOCUST DR	CHANDLER AZ 85286	121 N CALIFORNIA ST 33	CHANDLER 85225	0
68	303-08-215	TH DEFAULT CODE	PAZAHANICK JEFFREY ANDREW		121 N CALIFORNIA ST UNIT 32	CHANDLER AZ 85225	121 N CALIFORNIA ST 32	CHANDLER 85225	0
94	303-08-216	TH DEFAULT CODE	SCOTT GEORGE J		121 N CALIFORNIA ST 7	CHANDLER AZ 85225	121 N CALIFORNIA ST 7	CHANDLER 85225	0
95	303-08-217	TH DEFAULT CODE	CHANDANI AMIT		121 N CALIFORNIA ST 8	CHANDLER AZ 85225	121 N CALIFORNIA ST 8	CHANDLER 85225	0
96	303-08-218	TH DEFAULT CODE	DINA ZOLIN FAMILY TRUST		619 E RIVIERA DR	CHANDLER AZ 85249	121 N CALIFORNIA ST 9	CHANDLER 85225	0
97	303-08-219	TH DEFAULT CODE	GOEBEL ERICH		2443 E FICUS WY	GILBERT AZ 85298	121 N CALIFORNIA ST 10	CHANDLER 85225	0
98	303-08-220	TH DEFAULT CODE	KRIEGSMANN PAUL/KUKSA JACLYN		124 N CALIFORNIA ST UNIT 12	CHANDLER AZ 85225	121 N CALIFORNIA ST 11	CHANDLER 85225	0
89	303-08-221	TH DEFAULT CODE	FRIES CHARLES ALLAN		121 N CALIFORNIA ST 16	CHANDLER AZ 85225	121 N CALIFORNIA ST 16	CHANDLER 85225	0
90	303-08-222	TH DEFAULT CODE	HAYASHI LEILA M		121 N CALIFORNIA ST 15	CHANDLER AZ 85225	121 N CALIFORNIA ST 15	CHANDLER 85225	0

91	303-08-223	TH DEFAULT CODE	CURRAN PATRICK F		26416 S RIBBONWOOD DR	SUN LAKES AZ 85248	121 N CALIFORNIA ST 14	CHANDLER 85225	0
92	303-08-224	TH DEFAULT CODE	DAMODARAN THARA RANI/THAKARAL RISHI		121 N CALIFORNIA ST UNIT 13	CHANDLER AZ 85225	121 N CALIFORNIA ST 13	CHANDLER 85225	0
93	303-08-225	TH DEFAULT CODE	DEBORAH J NEWPORT TRUST		1909 E RAY RD STE 9 - 125	CHANDLER AZ 85225	121 N CALIFORNIA ST 12	CHANDLER 85225	0
83	303-08-226	TH DEFAULT CODE	CASASCO INC		6221 DENAIN DR	CORPUS CHRISTI TX 78414	121 N CALIFORNIA ST 17	CHANDLER 85225	0
84	303-08-227	TH DEFAULT CODE	FRANKLIN MICAH/LISA M		121 N CALIFORNIA ST UNIT 18	CHANDLER AZ 85225	121 N CALIFORNIA ST 18	CHANDLER 85225	0
85	303-08-228	TH DEFAULT CODE	KLEMENTS SADIE M/KLEMENTS-WILLOX DOROTHY		121 N CALIFORNIA ST UNIT 19	CHANDLER AZ 85225	121 N CALIFORNIA ST 19	CHANDLER 85225	0
86	303-08-229	TH DEFAULT CODE	TESTA DAMON P/MARY S		121 N CALIFORNIA ST 20	CHANDLER AZ 85225	121 N CALIFORNIA ST 20	CHANDLER 85225	0
87	303-08-230	TH DEFAULT CODE	DUNN JAMES		121 N CALIFORNIA ST UNIT 21	CHANDLER AZ 85225	121 N CALIFORNIA ST 21	CHANDLER 85225	0
71	303-08-231	TH DEFAULT CODE	MICHAEL R STANDLEY REVOCABLE TRUST		7916 BEECHWOOD CT	URBANDALE IA 503224444	121 N CALIFORNIA ST 31	CHANDLER 85225	0
72	303-08-232	TH DEFAULT CODE	ANTHONY MALONE PADGETT LIVING TRUST		121 N CALIFORNIA ST UNIT 30	CHANDLER AZ 85225	121 N CALIFORNIA ST 30	CHANDLER 85225	0
73	303-08-233	TH DEFAULT CODE	SILVA SERGIO		121 N CALIFORNIA ST UNIT 29	CHANDLER AZ 85225	121 N CALIFORNIA ST 29	CHANDLER 85225	0
74	303-08-234	TH DEFAULT CODE	PINKERMAN JOSEPH		121 N CALIFORNIA ST UNIT 28	CHANDLER AZ 85225	121 N CALIFORNIA ST 28	CHANDLER 85225	0
75	303-08-235	TH DEFAULT CODE	DAVID M GEIGER REVOCABLE TRUST		121 N CALIFORNIA ST UNIT 27	CHANDLER AZ 85225	121 N CALIFORNIA ST 27	CHANDLER 85225	0
77	303-08-236	TH DEFAULT CODE	DOUGLAS F ENDSLEY AND CYNTHIA J ENDSLEY REVO		121 N CALIFORNIA ST UNIT 26	CHANDLER AZ 85225	121 N CALIFORNIA ST 26	CHANDLER 85225	0
78	303-08-237	TH DEFAULT CODE	LOWE BEN/DEBRA L		121 N CALIFORNIA ST 25	CHANDLER AZ 85225	121 N CALIFORNIA ST 25	CHANDLER 85225	0
79	303-08-238	TH DEFAULT CODE	ENCINAS GUADALUPE A		121 N CALIFORNIA ST UNIT 24	CHANDLER AZ 85225	121 N CALIFORNIA ST 24	CHANDLER 85225	0
80	303-08-239	TH DEFAULT CODE	TRUJILLO KARL/CHRISTINA M		121 N CALIFORNIA ST UNIT 23	CHANDLER AZ 85225	121 N CALIFORNIA ST 23	CHANDLER 85225	0
81	303-08-240	TH DEFAULT CODE	TEE STEVE CHEOK SAI		5755 W SELDON LN	GLENDALE AZ 85302	121 N CALIFORNIA ST 22	CHANDLER 85225	0
8	303-08-249	OPEN SPACE AREA - C	VILLAS AT SAN MARCOS COMMONS H	EYWOOD REAL	42 S HAMILTON PL STE 101	GILBERT AZ 85233			0
20	303-08-250	OPEN SPACE AREA - C	VILLAS AT SAN MARCOS COMMONS H	OSSELAER MAN	532 E MARYLAND AVE STE F	PHOENIX AZ 85012	124 N CALIFORNIA ST	CHANDLER 85225	0
9	303-08-251	OPEN SPACE AREA - C	VILLAS AT SAN MARCOS COMMONS H	OSSELAER MAN	532 E MARYLAND AVE STE F	PHOENIX AZ 85012			0
31	303-08-252	OPEN SPACE AREA - C	VILLAS AT SAN MARCOS COMMONS H	OSSELAER MAN	532 E MARYLAND AVE STE F	PHOENIX AZ 85012			0
38	303-08-253	OPEN SPACE AREA - C	VILLAS AT SAN MARCOS COMMONS H	OSSELAER MAN	532 E MARYLAND AVE STE F	PHOENIX AZ 85012			0
46	303-08-254	OPEN SPACE AREA - C	VILLAS AT SAN MARCOS COMMONS H	OSSELAER MAN	532 E MARYLAND AVE STE F	PHOENIX AZ 85012			0
45	303-08-255	OPEN SPACE AREA - C	VILLAS AT SAN MARCOS COMMONS H	OSSELAER MAN	532 E MARYLAND AVE STE F	PHOENIX AZ 85012			0
54	303-08-256	OPEN SPACE AREA - C	VILLAS AT SAN MARCOS COMMONS H	OSSELAER MAN	532 E MARYLAND AVE STE F	PHOENIX AZ 85012	121 N CALIFORNIA ST	CHANDLER 85225	0
61	303-08-257	OPEN SPACE AREA - C	VILLAS AT SAN MARCOS COMMONS H	OSSELAER MAN	532 E MARYLAND AVE STE F	PHOENIX AZ 85012	121 N CALIFORNIA ST	CHANDLER 85225	0
62	303-08-258	OPEN SPACE AREA - C	VILLAS AT SAN MARCOS COMMONS H	OSSELAER MAN	532 E MARYLAND AVE STE F	PHOENIX AZ 85012	121 N CALIFORNIA ST	CHANDLER 85225	0
88	303-08-259	OPEN SPACE AREA - C	VILLAS AT SAN MARCOS COMMONS H	OSSELAER MAN	532 E MARYLAND AVE STE F	PHOENIX AZ 85012	121 N CALIFORNIA ST	CHANDLER 85225	0
70	303-08-260	OPEN SPACE AREA - C	VILLAS AT SAN MARCOS COMMONS H	OSSELAER MAN	532 E MARYLAND AVE STE F	PHOENIX AZ 85012	121 N CALIFORNIA ST	CHANDLER 85225	0
76	303-08-261	OPEN SPACE AREA - C	VILLAS AT SAN MARCOS COMMONS H	OSSELAER MAN	532 E MARYLAND AVE STE F	PHOENIX AZ 85012	121 N CALIFORNIA ST	CHANDLER 85225	0
82	303-08-262	OPEN SPACE AREA - C	VILLAS AT SAN MARCOS COMMONS H	OSSELAER MAN	532 E MARYLAND AVE STE F	PHOENIX AZ 85012			0
39	303-08-263	PRIVATE RDWY - QUAI	VILLAS AT SAN MARCOS COMMONS H	OSSELAER MAN	532 E MARYLAND AVE STE F	PHOENIX AZ 85012			0
69	303-08-264	PRIVATE RDWY - QUAI	VILLAS AT SAN MARCOS COMMONS H	OSSELAER MAN	532 E MARYLAND AVE STE F	PHOENIX AZ 85012	121 N CALIFORNIA ST	CHANDLER 85225	0
173	303-09-034	SFR GRADE 010-2 URE	DIAZ M R		121 S CALIFORNIA ST	CHANDLER AZ 85225	121 S CALIFORNIA ST	CHANDLER 85225	0
176	303-09-041	SFR GRADE 010-2 URE	ACUNA MARGARITA/JESUS M JR/HARRIS JACQUE		1777 W CARLA VISTA DR	CHANDLER AZ 85224	151 S CALIFORNIA ST	CHANDLER 85225	0
177	303-09-043	SFR GRADE 010-2 URE	ACUNA MARGARITA/JESUS M JR/HARRIS JACQUE		1777 W CARLA VISTA DR	CHANDLER AZ 85224	161 S CALIFORNIA ST	CHANDLER 85225	0
166	303-09-050	SFR GRADE 010-3 URE	HALL INVESTMENT PROPERTIES LLC		620 W SAN MARCOS DR	CHANDLER AZ 85225	201 W BOSTON ST	CHANDLER 85225	0
165	303-09-051	SFR GRADE 010-2 URE	BUSTAMANTE SANDRA		219 W BOSTON ST	CHANDLER AZ 85225	219 W BOSTON ST	CHANDLER 85225	0
164	303-09-052	SFR GRADE 010-3 URE	GALABOVSKI JOVANCE/LEPA/ALAM KHASHAN/SLAVJAI		239 W BOSTON ST UNIT C	CHANDLER AZ 85225	239 W BOSTON ST	CHANDLER 85225	0
163	303-09-053	ASSOCIATED RESIDEN	GALABOVSKI JOVANCE/LEPA/ALAM KHASHAN/SLAVJAI		239 W BOSTON ST UNIT C	CHANDLER AZ 85225	239 W BOSTON ST C	CHANDLER 85225	0
162	303-09-054	SFR GRADE 010-2 URE	SY RAUL M/JOAN R TR		12936 E GALVESTON ST	GILBERT AZ 85233	279 W BOSTON ST	CHANDLER 85225	0
161	303-09-055	SFR GRADE 010-2 URE	SCIACCA PETER G/SIGRID F		71 W CHICAGO ST #	CHANDLER AZ 85225	299 W BOSTON ST	CHANDLER 85225	0
160	303-09-072	SFR GRADE 010-2 URE	HALL INVESTMENT PROPERTIES LLC		620 W SAN MARCOS DR	CHANDLER AZ 85225	301 W BOSTON ST	CHANDLER 85225	0
159	303-09-073	ASSOCIATED RESIDEN	HALL INVESTMENT PROPERTIES LLC		620 W SAN MARCOS DR	CHANDLER AZ 85225	311 W BOSTON ST	CHANDLER 85225	0
158	303-09-074	ASSOCIATED RESIDEN	LOPEZ CHRISTINE/ROSALES HORTENSIA M/MUNOZ RA		339 W BOSTON ST	CHANDLER AZ 85225	319 W BOSTON ST	CHANDLER 85225	0
157	303-09-075	SFR GRADE 010-3 URE	LOPEZ CHRISTINE/ROSALES HORTENSIA M/MUNOZ RA		339 W BOSTON ST	CHANDLER AZ 85225	339 W BOSTON ST	CHANDLER 85225	0
218	303-09-087A	SFR GRADE 010-3 URE	VANCE AMOS CLYDE		210 S ARIZONA AVE	CHANDLER AZ 85225	210 S ARIZONA AVE	CHANDLER 85225	0
213	303-09-101	SFR GRADE 010-1 URE	REYNALDO E BALDENEGRO AND JUANITA D BALDENE		271 S OREGON ST	CHANDLER AZ 85224	271 S OREGON ST	CHANDLER 85225	0
214	303-09-103	VACANT COMMERCIAL	HALL INVESTMENT PROPERTIES LLC		620 W SAN MARCOS DR	CHANDLER AZ 85225	281 S OREGON ST	CHANDLER 85225	0
215	303-09-105	SFR GRADE 010-2 URE	ENCINOS GUADALUPE V & JUANITA G		291 S OREGON ST	CHANDLER AZ 85224	291 S OREGON ST	CHANDLER 85225	0

City Owned Property

Map ID	Parcel Number	Property Use	Owner Name	In Care Of	Mailing Address	City State Zip	Situs Address	Situs City Zip	Total
343	303-06-020C	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	125 E COMMONWEALTH AVE	CHANDLER 85225	0
342	303-06-021	MUNICIPAL MISCELLAI	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	125 E COMMONWEALTH PL	CHANDLER 85225	0
341	303-06-022	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	125 E COMMONWEALTH AVE	CHANDLER 85225	0
340	303-06-023	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	125 E COMMONWEALTH AVE	CHANDLER 85225	0
339	303-06-024	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	125 E COMMONWEALTH AVE	CHANDLER 85225	0
338	303-06-025	MUNICIPAL VACANT LA	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	125 E COMMONWEALTH AVE	CHANDLER 85225	0
337	303-06-026	MUNICIPAL VACANT LA	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	125 E COMMONWEALTH AVE	CHANDLER 85225	0
336	303-06-027	MUNICIPAL MISCELLAI	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	125 E COMMONWEALTH AVE	CHANDLER 85225	0
335	303-06-027A	MUNICIPAL MISCELLAI	CHANDLER TOWN OF		1675 E RYAN RD	CHANDLER AZ 85249	22 S DELAWARE ST	CHANDLER 85225	0
334	303-06-028	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	22 S DELAWARE ST	CHANDLER 85225	0
333	303-06-029	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	22 S DELAWARE ST	CHANDLER 85225	0
332	303-06-030	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	22 S DELAWARE ST	CHANDLER 85225	0
331	303-06-031	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	22 S DELAWARE ST	CHANDLER 85225	0
330	303-06-032	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	22 S DELAWARE ST	CHANDLER 85225	0
329	303-06-033	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	22 S DELAWARE ST	CHANDLER 85225	0
328	303-06-034	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	22 S DELAWARE ST	CHANDLER 85225	0
327	303-06-035	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	22 S DELAWARE ST	CHANDLER 85225	0
326	303-06-036	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	22 S DELAWARE ST	CHANDLER 85225	0
325	303-06-037B	MUNICIPAL MISCELLAI	CHANDLER TOWN OF		1675 E RYAN RD	CHANDLER AZ 85249	215 E BUFFALO ST	CHANDLER 85225	0
324	303-06-038B	MUNICIPAL MISCELLAI	CHANDLER CITY OF	CHANDLER CITY		CHANDLER AZ 85244			0
317	303-06-115B	MUNICIPAL COMMERC	CHANDLER TOWN OF		1675 E RYAN RD	CHANDLER AZ 85249	265 E BUFFALO ST	CHANDLER 85225	0
348	303-06-121B	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	100 E BOSTON ST	CHANDLER 85225	0
350	303-06-129	MUNICIPAL MISCELLAI	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	202 E BOSTON ST	CHANDLER 85225	0
351	303-06-130	MUNICIPAL MISCELLAI	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	22 S DELAWARE ST	CHANDLER 85225	0
352	303-06-131	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	22 S DELAWARE ST	CHANDLER 85225	0
353	303-06-132	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	22 S DELAWARE ST	CHANDLER 85225	0
354	303-06-133	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	22 S DELAWARE ST	CHANDLER 85225	0
355	303-06-134	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	22 S DELAWARE ST	CHANDLER 85225	0
356	303-06-135	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	22 S DELAWARE ST	CHANDLER 85225	0
316	303-06-137	FEDERAL MISCELLANE	UNITED STATES POSTAL SERVICE			SAN BRUNO CA 94099	101 N COLORADO ST	CHANDLER 85225	0
322	303-06-140	MUNICIPAL PARK/REC	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	178 E COMMONWEALTH AVE	CHANDLER 85225	0
318	303-06-141	MUNICIPAL COMMERC	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	215 E BUFFALO ST	CHANDLER 85225	0
269	303-06-544	MUNICIPAL RESIDENT	CHANDLER CITY OF	CHANDLER CITY		CHANDLER AZ 85244	123 N WASHINGTON ST 8	CHANDLER 85225	0
309	303-06-555	MUNICIPAL RESIDENT	CHANDLER CITY OF	CHANDLER CITY		CHANDLER AZ 85244	123 N WASHINGTON ST 19	CHANDLER 85225	0
122	303-08-001B	MUNICIPAL PARK/REC	CHANDLER TOWN OF		1675 E RYAN RD	CHANDLER AZ 85249			0
321	303-08-001C	MUNICIPAL PARK/REC	CHANDLER TOWN OF		1675 E RYAN RD	CHANDLER AZ 85249			0
123	303-08-158A	MUNICIPAL PARK/REC	CHANDLER TOWN OF		1675 E RYAN RD	CHANDLER AZ 85249			0
346	303-08-158B	MUNICIPAL PARK/REC	CHANDLER TOWN OF		1675 E RYAN RD	CHANDLER AZ 85249			0
1	303-08-248	MUNICIPAL COMMERC	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244			0
2	303-08-265	MUNICIPAL VACANT LA	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244			0
53	303-08-975	MUNICIPAL VACANT LA	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244			0
99	303-08-980	PARKING STRUCTURE	CHANDLER CITY OF	CHANDLER CITY	PO BOX 4008	CHANDLER AZ 85244			0
105	303-08-981	MUNICIPAL MISCELLAI	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244			0
195	303-09-007D	MUNICIPAL VACANT LA	CHANDLER CITY OF			CHANDLER AZ 85244	35 W BOSTON ST	CHANDLER 85225	0
188	303-09-033B	MUNICIPAL MISCELLAI	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244			0
174	303-09-036	MUNICIPAL VACANT LA	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	131 S CALIFORNIA ST	CHANDLER 85225	0
187	303-09-037A	MUNICIPAL VACANT LA	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244			0
175	303-09-038	MUNICIPAL VACANT LA	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	141 S CALIFORNIA ST	CHANDLER 85225	0
186	303-09-039A	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244			0
185	303-09-040A	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244			0
184	303-09-042A	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244			0
183	303-09-044A	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244			0
182	303-09-046A	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244			0
181	303-09-048A	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244			0
222	303-09-091B	MUNICIPAL COMMERC	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244			0
221	303-09-092	MUNICIPAL MISCELLAI	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244			0
373	303-10-037A	MUNICIPAL VACANT LA	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	151 E BOSTON ST	CHANDLER 85225	0
372	303-10-038	MUNICIPAL VACANT LA	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	0 E BOSTON ST	CHANDLER 85225	0
371	303-10-039	MUNICIPAL POLICE/FIR	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	0 E BOSTON ST	CHANDLER 85225	0
370	303-10-040	MUNICIPAL VACANT LA	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	137 E BOSTON ST	CHANDLER 85225	0
369	303-10-041	MUNICIPAL VACANT LA	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	0 E BOSTON ST	CHANDLER 85225	0
368	303-10-042	MUNICIPAL VACANT LA	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	101 E BOSTON ST	CHANDLER 85225	0
389	303-10-076	MUNICIPAL COMMERC	CHANDLER TOWN OF		1675 E RYAN RD	CHANDLER AZ 85249	249 E CHICAGO ST	CHANDLER 85225	0
390	303-10-077A	MUNICIPAL MISCELLAI	CHANDLER TOWN OF		1675 E RYAN RD	CHANDLER AZ 85286	249 E CHICAGO ST	CHANDLER 85225	0
395	303-10-094L	MUNICIPAL COMMERC	CHANDLER CITY OF	REAL ESTATE SE	PO BOX 4008 MAIL STOP 916	CHANDLER AZ 85244-4008			0
393	303-10-094P	MUNICIPAL COMMERC	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244			0
394	303-10-094Q	MUNICIPAL COMMERC	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	249 E CHICAGO ST	CHANDLER 85225	0
392	303-10-097A	MUNICIPAL VACANT LA	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	249 E CHICAGO ST	CHANDLER 85225	0
374	303-10-107A	MUNICIPAL COMMERC	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	250 E CHICAGO ST	CHANDLER 85225	0
375	303-10-108	MUNICIPAL COMMERC	CHANDLER CITY OF	REAL ESTATE SE	PO BOX 4008 MAIL STOP 916	CHANDLER AZ 85244-4008	235 S ARIZONA AVE	CHANDLER 85225	0
367	303-10-109	MUNICIPAL COMMERC	CHANDLER CITY OF	REAL ESTATE SE	PO BOX 4008 MAIL STOP 916	CHANDLER AZ 85244-4008	175 S ARIZONA AVE	CHANDLER 85225	0
391	303-10-930	MUNICIPAL COMMERC	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244	249 E CHICAGO ST	CHANDLER 85225	0

Private Map ID	Parcel Number	Property Use	Owner Name	In Care Of	Mailing Address	City State Zip	Situs Address	Situs City Zip	Total
347	303-06-001C	ASSOCIATED COMMER	AP AJ LLC		802 GERVAIS ST STE 200	COLUMBIA SC 29201	25 S ARIZONA PL	CHANDLER 85225	$ 1,321.07
345	303-06-001D	OFFICE BUILDING 4 OF	AP AJ LLC		802 GERVAIS ST STE 200	COLUMBIA SC 29201	25 S ARIZONA PL	CHANDLER 85225	$ 22,232.37
344	303-06-020D	ASSOCIATED COMMER	AP AJ LLC		802 GERVAIS ST STE 200	COLUMBIA SC 29201	125 E COMMONWEALTH AVE	CHANDLER 85225	$ 81.36
243	303-06-052A	MUNICIPAL VACANT LA	ONE CHANDLER OWNER LLC		510 S Neil ST	Champaign IL 61820	96 E BUFFALO ST	CHANDLER 85225	$ 241.26
242	303-06-054B	MUNICIPAL VACANT LA	ONE CHANDLER OWNER LLC		510 S NEIL ST	CHAMPAIGN IL 61820	80 E BUFFALO ST	CHANDLER 85225	$ 269.23
241	303-06-056B	MUNICIPAL VACANT LA	ONE CHANDLER OWNER LLC		510 S NEIL ST	CHAMPAIGN IL 61820	64 E BUFFALO ST	CHANDLER 85225	$ 264.28
240	303-06-058B	MUNICIPAL VACANT LA	ONE CHANDLER OWNER LLC		510 S NEIL ST	CHAMPAIGN IL 61820	40 E BUFFALO ST	CHANDLER 85225	$ 238.95
239	303-06-059A	MUNICIPAL MISCELLAI	ONE CHANDLER OWNER LLC		510 S NEIL ST	CHAMPAIGN IL 61820	32 E BUFFALO ST	CHANDLER 85225	$ 209.55
238	303-06-060A	MUNICIPAL VACANT LA	ONE CHANDLER OWNER LLC		510 S NEIL ST	CHAMPAIGN IL 61820	16 E BUFFALO ST	CHANDLER 85225	$ 169.54
237	303-06-062B	MUNICIPAL VACANT LA	ONE CHANDLER OWNER LLC		510 S NEIL ST	CHAMPAIGN IL 61820	0 E BUFFALO ST	CHANDLER 85225	$ 234.03
250	303-06-063A	RESTAURANT SIT DOV	ONE CHANDLER OWNER LLC		510 S NEIL ST	CHAMPAIGN IL 61820	71 E CHANDLER BLVD	CHANDLER 85225	$ 794.93
231	303-06-064A	VACANT COMMERCIAL	ONE CHANDLER OWNER LLC		510 S NEIL ST	CHAMPAIGN IL 61820	191 N ARIZONA AVE	CHANDLER 85225	$ 261.00
232	303-06-065A	VACANT COMMERCIAL	ONE CHANDLER OWNER LLC		510 S NEIL ST	CHAMPAIGN IL 61820	191 N ARIZONA AVE	CHANDLER 85225	$ 239.50
249	303-06-066	ASSOCIATED COMMER	ONE CHANDLER OWNER LLC		510 S NEIL ST	CHAMPAIGN IL 61820	71 E CHANDLER BLVD	CHANDLER 85225	$ 225.90
248	303-06-067A	ASSOCIATED COMMER	ONE CHANDLER OWNER LLC		510 S NEIL ST	CHAMPAIGN IL 61820	71 E CHANDLER BLVD	CHANDLER 85225	$ 172.29
247	303-06-067B	MUNICIPAL VACANT LA	ONE CHANDLER OWNER LLC		510 S NEIL ST	CHAMPAIGN IL 61820	160 N WASHINGTON ST	CHANDLER 85225	$ 279.18
233	303-06-068	VACANT COMMERCIAL	ONE CHANDLER OWNER LLC		510 S NEIL ST	CHAMPAIGN IL 61820	191 N ARIZONA AVE	CHANDLER 85225	$ 345.19
234	303-06-069	VACANT COMMERCIAL	ONE CHANDLER OWNER LLC		510 S NEIL ST	CHAMPAIGN IL 61820	191 N ARIZONA AVE	CHANDLER 85225	$ 345.19
246	303-06-070A	MUNICIPAL VACANT LA	ONE CHANDLER OWNER LLC		510 S NEIL ST	CHAMPAIGN IL 61820	150 N WASHINGTON ST	CHANDLER 85225	$ 312.43
235	303-06-071A	RESTAURANT FAST FO	JACK IN THE BOX PROPERTIES LLC	TAX GROUP	9357 SPECTRUM CENTER BLVD	SAN DIEGO CA 92123	141 N ARIZONA AVE	CHANDLER 85225	$ 1,204.56
245	303-06-072A	MUNICIPAL VACANT LA	ONE CHANDLER OWNER LLC		510 S NEIL ST	CHAMPAIGN IL 61820	140 N WASHINGTON ST	CHANDLER 85225	$ 321.02
244	303-06-074A	MUNICIPAL VACANT LA	ONE CHANDLER OWNER LLC		510 S NEIL ST	CHAMPAIGN IL 61820	130 N WASHINGTON ST	CHANDLER 85225	$ 322.57
236	303-06-075	ASSOCIATED COMMER	JACK IN THE BOX PROPERTIES LLC	TAX GROUP	9357 SPECTRUM CENTER BLVD	SAN DIEGO CA 92123	141 N ARIZONA AVE	CHANDLER 85225	$ 301.88
349	303-06-121C	ASSOCIATED PARK ST	AP AJ LLC		802 GERVAIS ST STE 200	COLUMBIA SC 29201	100 E BOSTON ST	CHANDLER 85225	$ 4,115.80
320	303-06-138	MUNICIPAL COMMERC	55 NORTH ARIZONA PLACE LLC		3821 N 54TH CT	PHOENIX AZ 85018	55 N ARIZONA PL	CHANDLER 85225	$ 21,697.38
319	303-06-139	MUNICIPAL COMMERC	55 NORTH ARIZONA PLACE LLC		3821 N 54TH CT	PHOENIX AZ 85018	105 E BUFFALO ST	CHANDLER 85225	$ 8,420.32
143	303-08-072	BEVERAGES/PREPARE	HALL INVESTMENT PROPERTIES LLC		620 W SAN MARCOS DR	CHANDLER AZ 85225	198 W BOSTON ST	CHANDLER 85225	$ 331.43
140	303-08-073	ASSOCIATED COMMER	HALL INVESTMENT PROPERTIES LLC		620 W SAN MARCOS DR	CHANDLER AZ 85225	199 W COMMONWEALTH AVE	CHANDLER 85225	$ 10,927.97
144	303-08-074	SFR GRADE 010-2 URE	HALL INVESTMENT PROPERTIES LLC		620 W SAN MARCOS DR	CHANDLER AZ 85225	178 W BOSTON ST	CHANDLER 85225	$ 184.15
139	303-08-075	ASSOCIATED COMMER	HALL INVESTMENT PROPERTIES LLC		620 W SAN MARCOS DR	CHANDLER AZ 85225	179 W COMMONWEALTH AVE	CHANDLER 85225	$ 184.15
145	303-08-076	ONE SFR / ONE DUPLE	BOSTON STREET PROPERTIES LLC		11308 E. CHESTNUT DR.	CHANDLER AZ 85249	158 W BOSTON ST	CHANDLER 85225	$ 184.15
138	303-08-077	RESTAURANT SIT DOV	HALL INVESTMENT PROPERTIES V LLC		620 W SAN MARCOS DR	CHANDLER AZ 85225	159 W COMMONWEALTH AVE	CHANDLER 85225	$ 184.15
146	303-08-078	PARKING LOT SEP PAI	FULLER R RANDALL		128 W BOSTON ST	CHANDLER AZ 85225	128 W BOSTON ST	CHANDLER 85225	$ 184.15
148	303-08-079A	OFFICE BUILDING	BOSTON STREET PROPERTIES LLC		11308 E. CHESTNUT DR.	CHANDLER AZ 85249	108 W BOSTON ST	CHANDLER 85225	$ 184.15
147	303-08-080A	OFFICE - MEDICAL REI	FULLER R RANDALL		128 W BOSTON ST	CHANDLER AZ 85225	118 W BOSTON ST	CHANDLER 85225	$ 184.15
137	303-08-081	ASSOCIATED COMMER	MOUNTAIN FIELD LLC		8 S SAN MARCOS PL	CHANDLER AZ 85225	101 W COMMONWEALTH AVE	CHANDLER 85225	$ 184.15
136	303-08-082	OFFICE BUILDING 1 ST	MOUNTAIN FIELD LLC		8 S SAN MARCOS PL	CHANDLER AZ 85225	101 W COMMONWEALTH AVE	CHANDLER 85225	$ 184.15
156	303-08-083A	OFFICE BUILDING	HALL INVESTMENT PROPERTIES LLC		620 W SAN MARCOS DR	CHANDLER AZ 85225	100 W BOSTON ST 1	CHANDLER 85225	$ 416.41
155	303-08-083B	OFFICE BUILDING	HALL INVESTMENT PROPERTIES LLC		620 W SAN MARCOS DR	CHANDLER AZ 85225	100 W BOSTON ST 2	CHANDLER 85225	$ 184.15
154	303-08-083C	ASSOCIATED COMMER	HALL INVESTMENT PROPERTIES LLC		620 W SAN MARCOS DR	CHANDLER AZ 85225	100 W BOSTON ST 3	CHANDLER 85225	$ 3,911.77
153	303-08-083D	ASSOCIATED COMMER	HALL INVESTMENT PROPERTIES LLC		620 W SAN MARCOS DR	CHANDLER AZ 85225	100 W BOSTON ST 4	CHANDLER 85225	$ 2,186.12
152	303-08-083E	ASSOCIATED COMMER	HALL INVESTMENT PROPERTIES LLC		620 W SAN MARCOS DR	CHANDLER AZ 85225	100 W BOSTON ST 5	CHANDLER 85225	$ 207.46
151	303-08-083F	OFFICE BUILDING	HALL INVESTMENT PROPERTIES LLC		620 W SAN MARCOS DR	CHANDLER AZ 85225	100 W BOSTON ST 6	CHANDLER 85225	$ 606.13
150	303-08-083G	OFFICE BUILDING	HALL INVESTMENT PROPERTIES LLC		620 W SAN MARCOS DR	CHANDLER AZ 85225	100 W BOSTON ST 7	CHANDLER 85225	$ 1,492.21
149	303-08-083H	OFFICE BUILDING	HALL INVESTMENT PROPERTIES LLC		620 W SAN MARCOS DR	CHANDLER AZ 85225	100 W BOSTON ST 8	CHANDLER 85225	$ 458.30
135	303-08-084	ASSOCIATED COMMER	MOUNTAIN FIELD LLC		8 S SAN MARCOS PL	CHANDLER AZ 85225	101 W COMMONWEALTH AVE	CHANDLER 85225	$ 1,110.67
102	303-08-161	TELECOMMUNICATION	QWEST CORPORATION		1801 CALIFORNIA STREET 25TH FLO	DENVER CO 80202	151 N OREGON ST	CHANDLER 85225	$ 1,029.62
141	303-08-973	APARTMENTS 100+ UN	DC HEIGHTS MAR LLC		105 AFFINITY LN	BUFFALO NY 14215	222 W BOSTON ST	CHANDLER 85225	$ 867.66
142	303-08-974	VACANT RESIDENTIAL	DC HEIGHTS WEST LLC		105 AFFINITY LN	BUFFALO NY 14215	300 W BOSTON ST	CHANDLER 85225	$ 926.95
101	303-08-976	MUNICIPAL COMMERC	AZ MANAGEMENT & INVESTMENTS LLC		11310 VALLEY BLVD	EL MONTE CA 91731			$ 3,714.79
103	303-08-977	EXEMPT ASSOCIATED	AZ MANAGEMENT & INVESTMENTS LLC		11310 VALLEY BLVD	EL MONTE CA 91731			$ 573.61
104	303-08-978	MUNICIPAL COMMERC	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244			$ 333.70
100	303-08-979	MUNICIPAL MISCELLAI	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244			$ 362.25
107	303-08-982	EXEMPT ASSOCIATED	CHANDLER CITY OF		PO BOX 4008 MS 606	CHANDLER AZ 85244			$ 327.40
172	303-09-027	STORE FRONT COMMI	OCHUN HOLDINGS LLC		101 W BOSTON	CHANDLER AZ 85224	106 S OREGON ST	CHANDLER 85225	$ 376.59
171	303-09-028	RESTAURANT FAST FO	DOWNTOWN DEVELOPMENT LLC		18541 E MARY ANN WAY	QUEEN CREEK AZ 85142	111 W BOSTON ST	CHANDLER 85225	$ 1,280.99
170	303-09-029	STORE FRONT COMMI	ALTAN DAN U		2707 CONGRESS ST STE 1R	SAN DIEGO CA 92110	141 W BOSTON ST	CHANDLER 85225	$ 245.13
169	303-09-030	OFFICE BUILDING 2 ST	BOSTON PROPERTIES LLC		PO BOX 2120	QUEEN CREEK AZ 85142	149 W BOSTON ST	CHANDLER 85225	$ 698.95
168	303-09-031	PARKING LOT SEP PAI	BOSTON PROPERTIES LLC		PO BOX 2120	QUEEN CREEK AZ 85142	179 W BOSTON ST	CHANDLER 85225	$ 274.09
167	303-09-032	PARKING LOT SEP PAI	BOSTON PROPERTIES LLC		PO BOX 2120	QUEEN CREEK AZ 85142	189 W BOSTON ST	CHANDLER 85225	$ 306.94
217	303-09-084	RESTAURANT FAST FO	THOMAS HOLDINGS LLC		5101 N CASA BLANCA DR UNIT 317	PARADISE VALLEY AZ 85253	200 S ARIZONA AVE	CHANDLER 85225	$ 689.33
206	303-09-086	OFFICE BUILDING 2 ST	77 LLC		81 W BOSTON ST	CHANDLER AZ 85225	77 W CHICAGO ST	CHANDLER 85225	$ 141.43
219	303-09-087B	PARKING LOT SEP PAI	LAVENUE LLC		560 N BENSON LN	CHANDLER AZ 85224	210 S ARIZONA AVE	CHANDLER 85225	$ 394.28
220	303-09-089	PARKING LOT SEP PAI	LAVENUE LLC		560 N BENSON LN	CHANDLER AZ 85224	220 S ARIZONA AVE	CHANDLER 85225	$ 36.31
223	303-09-091A	VACANT COMMERCIAL	SCIACCA PETER GEORGE		77 W CHICAGO ST 8	CHANDLER AZ 85225			$ 36.31
224	303-09-094	RETAIL STRIP CENTER	DESERT VIKING - DOWNTOWN CHANDLER IV LLC		3002 E WASHINGTON ST	PHOENIX AZ 85034	250 S ARIZONA AVE	CHANDLER 85225	$ 35.13
210	303-09-095A	STORE FRONT COMMI	LAVENUE LLC		242 S WALL ST	CHANDLER AZ 85225	242 S WALL ST	CHANDLER 85225	$ 134.87
209	303-09-095B	RESTAURANT SIT DOV	PSCI INVESTMENTS LLC		77 W CHICAGO ST 6	CHANDLER AZ 85225	241 S OREGON ST	CHANDLER 85225	$ 132.39
225	303-09-096	STORE FRONT COMMI	DESERT VIKING - DOWNTOWN CHANDLER IV LLC		3002 E WASHINGTON ST	PHOENIX AZ 85034	250 S ARIZONA AVE	CHANDLER 85225	$ 171.83
211	303-09-097	PARKING LOT SEP PAI	PSCI INVESTMENTS LLC		77 W CHICAGO ST UNIT 8	CHANDLER AZ 85225	251 S OREGON ST	CHANDLER 85225	$ 331.49
226	303-09-098	STORE FRONT COMMI	DESERT VIKING - DOWNTOWN CHANDLER IV LLC		3002 E WASHINGTON ST	PHOENIX AZ 85034	260 S ARIZONA AVE	CHANDLER 85225	$ 1,877.45
212	303-09-099	ASSOCIATED COMMER	SSPA LLC		81 W BOSTON ST	CHANDLER AZ 85225	261 S OREGON ST	CHANDLER 85225	$ 1,547.62
227	303-09-100	ASSOCIATED COMMER	AZ MANAGEMENT & INVESTMENTS LLC		11310 VALLEY BLVD	EL MONTE CA 91731	290 S ARIZONA AVE	CHANDLER 85225	$ 5,173.53
228	303-09-102	RESTAURANT SIT DOV	AZ MANAGEMENT & INVESTMENTS LLC		11310 VALLEY BLVD	EL MONTE CA 91731	290 S ARIZONA AVE	CHANDLER 85225	$ 40,573.93
229	303-09-104	ASSOCIATED COMMER	AZ MANAGEMENT & INVESTMENTS LLC		11310 VALLEY BLVD	EL MONTE CA 91731	290 S ARIZONA AVE	CHANDLER 85225	$ 1,902.87
230	303-09-106	ASSOCIATED COMMER	AZ MANAGEMENT & INVESTMENTS LLC		11310 VALLEY BLVD	EL MONTE CA 91731	290 S ARIZONA AVE	CHANDLER 85225	$ 11,536.76
216	303-09-107	APARTMENTS 5 - 24 U	SPH OREGON ST LLC		2651 W GUADALUPE RD STE 102	MESA AZ 85202	299 S OREGON ST	CHANDLER 85225	$ 747.00
208	303-09-168	BAR OR TAVERN	LAVENUE LLC		560 N BENSON LN	CHANDLER AZ 85224	238 S WALL ST	CHANDLER 85225	$ 8,873.78
207	303-09-169	RESTAURANT SIT DOV	FIFTY FIVE L L C		560 N BENSON LN	CHANDLER AZ 85224	55 W CHICAGO ST	CHANDLER 85225	$ 351.40
203	303-09-170	VACANT COMMERCIAL	NEW SQUARE LLC		2577 QUEEN CREEK RD STE 111	CHANDLER AZ 85248			$ 655.01
205	303-09-171	OFFICE BUILDING 3 ST	NEW SQUARE LLC		2577 QUEEN CREEK RD STE 111	CHANDLER AZ 85248	180 S ARIZONA AVE	CHANDLER 852250000	$ 888.46
202	303-09-172	RESTAURANT SIT DOV	NEW SQUARE LLC		2577 QUEEN CREEK RD STE 111	CHANDLER AZ 85248	130 S ARIZONA AVE	CHANDLER 85225	$ 619.12
204	303-09-173	VACANT COMMERCIAL	SPIKE LAWRENCE VENTURES 1 LLC		2577 QUEEN CREEK RD STE 111	CHANDLER AZ 85248			$ 1,967.73
201	303-09-174	HOTEL 2 TO 4 STORIES	DOWN TOWN HOTEL LLC		153 S PAYNE STEWART DR	BRANSON MO 65616	150 S ARIZONA AVE	CHANDLER 852250000	$ 904.51
364	303-10-059	PARKING LOT SEP PAI	S ARIZONA AVE LLC		24621 S 122ND ST	CHANDLER AZ 85249	121 S ARIZONA AVE	CHANDLER 85225	$ 132.64
365	303-10-062	RESTAURANT SIT DOV	S ARIZONA AVE LLC		24621 S 122ND ST	CHANDLER AZ 85249	131 S ARIZONA AVE	CHANDLER 85225	$ 2,127.12
366	303-10-064	RESTAURANT SIT DOV	S ARIZONA AVE LLC		24621 S 122ND ST	CHANDLER AZ 85249	141 S ARIZONA AVE	CHANDLER 85225	$ 1,587.50
385	303-10-075	SALVAGE COMMERCIA	FOOD PARK 281 LLC		2798 E BALSAM DR	CHANDLER AZ 85286	299 S WASHINGTON ST	CHANDLER 85225	$ 137.60
380	303-10-080	MISCELLANEOUS COM	JAM MANAGEMENT LLC		24621 S 122ND ST	CHANDLER AZ 85249	241 S WASHINGTON ST	CHANDLER 85225	$ 137.60
377	303-10-083	STORE FRONT COMMI	201 SOUTH LLC		77 W CHICAGO ST UNIT 8	CHANDLER AZ 85225	201 S WASHINGTON ST	CHANDLER 85225	$ 137.60
378	303-10-084	ASSOCIATED COMMER	201 SOUTH LLC		77 W CHICAGO ST UNIT 8	CHANDLER AZ 85225	201 S WASHINGTON ST	CHANDLER 85225	$ 3,890.98
379	303-10-085	BAR OR TAVERN	201 SOUTH LLC		77 W CHICAGO ST UNIT 8	CHANDLER AZ 85225	201 S WASHINGTON ST	CHANDLER 85225	$ 741.04
384	303-10-093	SALVAGE COMMERCIA	FOOD PARK 281 LLC		2798 E BALSAM DR	CHANDLER AZ 85286	281 S WASHINGTON ST	CHANDLER 85225	$ 2,495.39
383	303-10-098	WAREHOUSING	DOLEZAL DARIN J/DEBBIE S		271 S WASHINGTON ST	CHANDLER AZ 85225	271 S WASHINGTON ST	CHANDLER 85225	$ 785.74
382	303-10-104	ASSOCIATED COMMER	DOLEZAL DARIN JAMES/DEBORAH SUE		1212 S 124TH ST	CHANDLER AZ 85249			$ 1,700.66
381	303-10-105	ASSOCIATED COMMER	DOLEZAL DARIN JAMES/DEBORAH SUE		1212 S 124TH ST	CHANDLER AZ 85249			$ 290.93
376	303-10-106A	CONVENIENCE STORE	CIRCLE K STORES INC	REAL ESTATE DI	PO BOX 52085	PHOENIX AZ 850722085	295 S ARIZONA AVE	CHANDLER 85225	$ 319.48
109	303-08-002	ASSOCIATED COMMER	LESTER HOSPITALITY - CHANDLER LLC		PO BOX 9188	RAPID CITY SD 57709	1 N SAN MARCOS PL	CHANDLER 85225	$ 541.94
110	303-08-003	ASSOCIATED COMMER	LESTER HOSPITALITY - CHANDLER LLC		PO BOX 9188	RAPID CITY SD 57709	1 N SAN MARCOS PL	CHANDLER 85225	$ 1,208.75
111	303-08-004	ASSOCIATED COMMER	LESTER HOSPITALITY - CHANDLER LLC		PO BOX 9188	RAPID CITY SD 57709	1 N SAN MARCOS PL	CHANDLER 85225	$ 140.78
112	303-08-005	ASSOCIATED COMMER	LESTER HOSPITALITY - CHANDLER LLC		PO BOX 9188	RAPID CITY SD 57709	1 N SAN MARCOS PL	CHANDLER 85225	$ 360.46
113	303-08-006	ASSOCIATED COMMER	LESTER HOSPITALITY - CHANDLER LLC		PO BOX 9188	RAPID CITY SD 57709	1 N SAN MARCOS PL	CHANDLER 85225	$ 7.79
114	303-08-007	ASSOCIATED COMMER	LESTER HOSPITALITY - CHANDLER LLC		PO BOX 9188	RAPID CITY SD 57709	1 N SAN MARCOS PL	CHANDLER 85225	$ 1,459.08
115	303-08-008	ASSOCIATED COMMER	LESTER HOSPITALITY - CHANDLER LLC		PO BOX 9188	RAPID CITY SD 57709	1 N SAN MARCOS PL	CHANDLER 85225	$ 317.87
116	303-08-009	ASSOCIATED COMMER	LESTER HOSPITALITY - CHANDLER LLC		PO BOX 9188	RAPID CITY SD 57709	1 N SAN MARCOS PL	CHANDLER 85225	$ 368.68
117	303-08-010	ASSOCIATED COMMER	LESTER HOSPITALITY - CHANDLER LLC		PO BOX 9188	RAPID CITY SD 57709	1 N SAN MARCOS PL	CHANDLER 85225	$ 1,451.60
118	303-08-011	ASSOCIATED COMMER	LESTER HOSPITALITY - CHANDLER LLC		PO BOX 9188	RAPID CITY SD 57709	1 N SAN MARCOS PL	CHANDLER 85225	$ 349.53
119	303-08-012	ASSOCIATED COMMER	LESTER HOSPITALITY - CHANDLER LLC		PO BOX 9188	RAPID CITY SD 57709	1 N SAN MARCOS PL	CHANDLER 85225	$ 1,263.14
121	303-08-013B	ASSOCIATED COMMER	LESTER HOSPITALITY - CHANDLER LLC		PO BOX 9188	RAPID CITY SD 57709			$ 340.58
120	303-08-014	ASSOCIATED COMMER	LESTER HOSPITALITY - CHANDLER LLC		PO BOX 9188	RAPID CITY SD 57709	10 N SAN MARCOS PL	CHANDLER 85225	$ 333.23
124	303-08-015A	RESTAURANT SIT DOV	SAN TAN BREWING PROPERTIES INC		8 S SAN MARCOS	CHANDLER AZ 85225	8 S SAN MARCOS PL	CHANDLER 85225	$ 1,460.68
125	303-08-016	STORE FRONT COMMI	DESERT VIKING-DOWNTOWN CHANDLER I LLC		3002 E. WASHINGTON ST	PHOENIX AZ 85034	12 S SAN MARCOS PL	CHANDLER 85225	$ 333.23
126	303-08-017	ASSOCIATED COMMER	DESERT VIKING-DOWNTOWN CHANDLER I LLC		3002 E. WASHINGTON ST	PHOENIX AZ 85034	28 S SAN MARCOS PL	CHANDLER 85225	$ 253.62
129	303-08-018B	STORE FRONT COMMI	HALL INVESTMENT PROPERTIES III LLC/HALL E H		620 W SAN MARCOS DR	CHANDLER AZ 85225	52 S SAN MARCOS PL	CHANDLER 85225	$ 719.45
127	303-08-018C	RESTAURANT SIT DOV	D AND B RENTAL PROPERTIES LLC		67 W BOSTON	CHANDLER AZ 85224	40 S SAN MARCOS PL	CHANDLER 85225	$ 1,558.57
128	303-08-018D	STORE FRONT COMMI	HALL INVESTMENT PROPERTIES IV LLC		620 SAN MARCOS DR	CHANDLER AZ 85225	48 S SAN MARCOS PL	CHANDLER 85225	$ 1,041.95
130	303-08-019	STORE FRONT COMMI	D AND B RENTAL PROPERTIES LLC		67 W BOSTON	CHANDLER AZ 85224	58 S SAN MARCOS PL	CHANDLER 85225	$ 1,758.36
131	303-08-020	STORE FRONT COMMI	D AND B RENTAL PROPERTIES LLC		67 W BOSTON	CHANDLER AZ 85224	64 S SAN MARCOS PL	CHANDLER 85225	$ 14,770.18
132	303-08-021	STORE FRONT COMMI	D AND B RENTAL PROPERTIES LLC		67 W BOSTON	CHANDLER AZ 85224	72 S SAN MARCOS PL	CHANDLER 85225	$ 2,775.04
133	303-08-022	STORE FRONT COMMI	D AND B RENTAL PROPERTIES LLC		67 W BOSTON	CHANDLER AZ 85224	80 S SAN MARCOS PL	CHANDLER 85225	$ 764.06
134	303-08-023	STORE FRONT COMMI	AP S SAN MARCOS PL LLC	ASANA PARTNEI	1616 CAMDEN RD STE 210	CHARLOTTE NC 28203	88 S SAN MARCOS PL	CHANDLER 85225	$ 15,653.50
108	303-08-106C	ASSOCIATED COMMER	LESTER HOSPITALITY - CHANDLER LLC		PO BOX 9188	RAPID CITY SD 57709	1 N SAN MARCOS PL	CHANDLER 85225	$ 2,218.90
106	303-08-242	RETAIL STRIP CENTER	DESERT VIKING - DOWNTOWN CHANDLER II LLC		3002 E. WASHINGTON ST	PHOENIX AZ 85034	58 W BUFFALO ST	CHANDLER 85225	$ 622.81

189	303-09-001A	RESTAURANT SIT DOV	95 WEST LLC		77 W CHICAGO ST STE 8	CHANDLER AZ 85225	95 W BOSTON ST	CHANDLER 85225	$	1,676.41
190	303-09-002A	STORE FRONT COMMI	HALL INVESTMENT PROPERTIES V LLC		620 W SAN MARCOS DR	CHANDLER AZ 85225	85 W BOSTON ST	CHANDLER 85225	$	3,451.82
191	303-09-003	RESTAURANT SIT DOV	R & V HOLDINGS LLC	SASHA COSIC	4509 E JOJOBA RD	PHOENIX AZ 85044	81 W BOSTON ST	CHANDLER 85225	$	138.89
192	303-09-004	STORE FRONT COMMI	DJS RENTALS LLC		67 W BOSTON ST	CHANDLER AZ 85225	71 W BOSTON ST 200	CHANDLER 85225	$	138.89
193	303-09-005	ASSOCIATED COMMER	DJS RENTALS LLC		67 W BOSTON ST	CHANDLER AZ 85225	67 W BOSTON ST	CHANDLER 85225	$	243.78
194	303-09-006	RETAIL STRIP CENTER	SABA DAVID JR TR/DJS RENTALS LLC		67 W BOSTON ST	CHANDLER AZ 85224	67 W BOSTON ST	CHANDLER 85225	$	358.29
196	303-09-007C	RESTAURANT SIT DOV	CS CHANDLER REAL ESTATE LLC		7328 E STETSON DR	SCOTTSDALE AZ 85251	35 W BOSTON ST	CHANDLER 85225	$	1,179.65
197	303-09-008	ASSOCIATED COMMER	SABA BROTHERS RENTALS LLC		3270 N COLORADO ST	CHANDLER AZ 85225	11 W BOSTON ST 1	CHANDLER 85225	$	1,593.34
198	303-09-009	ASSOCIATED COMMER	SABA BROTHERS RENTALS LLC		3270 N COLORADO ST	CHANDLER AZ 85225	11 W BOSTON ST 2	CHANDLER 85225	$	824.55
199	303-09-010	ASSOCIATED COMMER	SABA BROTHERS RENTALS LLC		3270 N COLORADO ST	CHANDLER AZ 85225	11 W BOSTON ST	CHANDLER 85225	$	715.46
200	303-09-011	RESTAURANT SIT DOV	SABA BROTHERS RENTALS LLC		3270 N COLORADO ST	CHANDLER AZ 85225	11 W BOSTON ST	CHANDLER 85225	$	1,644.73
357	303-10-002A	RESTAURANT SIT DOV	DESERT VIKING-DOWNTOWN CHANDLER III LLC		3002 E. WASHINGTON ST	PHOENIX AZ 85034	1 E BOSTON ST	CHANDLER 85225	$	308.38
359	303-10-003B	STORE FRONT COMMI	SPECHT COMMERCIAL PROPERTIES LLC		1728 W. LARK DR	CHANDLER AZ 85286	51 E BOSTON ST	CHANDLER 85225	$	330.12
358	303-10-003C	RESTAURANT SIT DOV	DESERT VIKING-DOWNTOWN CHANDER V LLC		3002 E WASHINGTON ST	PHOENIX AZ 85034	17 E BOSTON ST	CHANDLER 85225	$	695.53
360	303-10-006A	STORE FRONT COMMI	NIGHTWALK LLC		24416 S SUNBROOK DR	SUN LAKES AZ 85248	63 E BOSTON ST	CHANDLER 85225	$	1,549.72
361	303-10-010	ASSOCIATED COMMER	E BOSTON ST LLC		24621 S 122ND ST	CHANDLER AZ 85249	141 E BOSTON ST	CHANDLER 85225	$	317.67
362	303-10-011	ASSOCIATED COMMER	E BOSTON ST LLC		24621 S 122ND ST	CHANDLER AZ 85249	0 E BOSTON ST	CHANDLER 85225	$	317.67
363	303-10-012	ASSOCIATED COMMER	E BOSTON ST LLC		24621 S 122ND ST	CHANDLER AZ 85249	0 E BOSTON ST	CHANDLER 85225	$	4,987.95
										Total
									$	266,182.81

Map ID	Parcel Number	Property Use	Owner Name	In Care Of	Mailing Address	City State Zip	Situs Address	Situs City Zip	Total
323	303-06-039A	STATE VACANT LAND	ARIZONA NATIONAL GUARD		747 W VAN BUREN	PHOENIX AZ 85000			0
178	303-09-045	EXEMPT ASSOCIATED	SOUTHWEST LATIN AM DIST CH OF N	% REV MOISES E	191 S CALIFORNIA ST	CHANDLER AZ 85224	171 S CALIFORNIA ST	CHANDLER 85225	0
179	303-09-047	EXEMPT ASSOCIATED	SOUTHWEST LATIN AM DIST CH OF N	% REV MOISES E	191 S CALIFORNIA ST	CHANDLER AZ 85224	191 S CALIFORNIA ST	CHANDLER 85225	0
180	303-09-049	WORSHIP FAC, RELIGI	SOUTHWEST LATIN AM DIST CH OF N	% REV MOISES E	191 S CALIFORNIA ST	CHANDLER AZ 85224	191 S CALIFORNIA ST	CHANDLER 85225	0
386	303-10-094G	EXEMPT ASSOCIATED	MARICOPA COUNTY	FINANCE/REAL E	301 W JEFFERSON ST STE 960	PHOENIX AZ 85003	201 E CHICAGO ST	CHANDLER 85225	0
388	303-10-094H	COUNTY COMMERCIA	MARICOPA COUNTY	FINANCE/REAL E	301 W JEFFERSON ST STE 960	PHOENIX AZ 85003	201 E CHICAGO ST	CHANDLER 85225	0
396	303-10-094M	EXEMPT ASSOCIATED	MARICOPA COUNTY	FINANCE/REAL E	301 W JEFFERSON ST STE 960	PHOENIX AZ 85003			0
387	303-10-094N	COUNTY COMMERCIA	MARICOPA COUNTY	FINANCE/REAL E	301 W JEFFERSON ST STE 960	PHOENIX AZ 85003			0

CHANDLER arizona
Community of Innovation

City Council Memorandum Cultural Development Memo No. CP25-095

Date: March 24, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kim Moyers, Cultural Development Director
Daniel Haskins, Capital Projects Division Manager
From: Rachel Marx, Engineer
Subject: Construction Manager at Risk (CMAR) Pre-Construction Services Agreement No. CA2402.251 with Willmeng Construction, Inc., for the Dr. A.J. Chandler Park Renovation Phase 1

Proposed Motion:

Move City Council award CMAR Pre-Construction Services Agreement No. CA2402.251 to Willmeng Construction, Inc., for the Dr. A.J. Chandler Park Renovation Phase 1, in an amount not to exceed $175,583.

Background/Discussion:

Dr. A.J. Chandler Park, centrally located in Downtown Chandler, serves as a hub for residents to enjoy the City's signature events and festivals, including the Tumbleweed Tree Lighting and a weekly farmer's market. Last renovated in 1986, the park has experienced increased usage alongside Downtown Chandler's significant growth in multi-family, office, and retail development. With over 100 events hosted annually, a new Master Plan was completed in 2017 to address infrastructure needs and enhance event spaces. The plan included improvements such as a safer Arizona Avenue crosswalk, infrastructure upgrades (water fountains, restrooms, landscaping/irrigation), electrical and power enhancements, and ADA accessibility improvements.

In 2024, an update to the Master Plan ensured alignment with current needs and priorities. This update reaffirmed previous concerns while introducing a phased approach to improvements. Phase 1 includes removing outdated water features, increasing shaded areas, updating landscaping and irrigation, activating the park's

east side, adding comfortable seating and gathering spaces, constructing new restrooms, expanding event and programming space, and improving the Arizona Avenue crossing—all while maintaining existing parking.

The City Council approved the Phase 1 design agreement on August 15, 2024. A Construction Manager at Risk (CMAR) was advertised in October 2024, followed by interviews in January 2025, resulting in the selection of Willmeng Construction.

The pre-construction scope includes analyzing the construction schedule, identifying long-lead items, coordinating with special events and utilities, developing a phased construction plan, determining site access, estimating costs and budgeting, establishing the Guaranteed Maximum Price (GMP), reviewing constructability and value engineering at each design milestone (30%, 60%, 90%, 100%), assisting with utility coordination, creating a site safety plan, engaging stakeholders, and conducting potholing and site investigations. The agreement completion time is 365 calendar days from the Notice to Proceed.

Evaluation:

The selection process was followed in accordance with city policy and procedure and state law. Staff recommends agreement award to Willmeng Construction, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.4320.6611.0.6CA650.0	General Government Capital Projects	Dr. AJ Chandler Park	$175,583	Y

Attachments

Agreement

Location Map

CITY OF CHANDLER, ARIZONA

Dr. AJ Chandler Park Renovation Phase 1

CITY PROJECT NO. CA2402.251

PRE-CONSTRUCTION SERVICES AGREEMENT

(CONSTRUCTION MANAGER AT RISK)

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

CITY OF CHANDLER, ARIZONA

Dr. AJ Chandler Park Renovation Phase 1
CITY PROJECT NO.: CA2402.251

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CONSTRUCTION MANAGER AT RISK
PRE-CONSTRUCTION SERVICES AGREEMENT
PROJECT NO.: CA2402.251

This Agreement (the "AGREEMENT") is made and entered into on the ____day of _____, 2025, ("Effective Date") by and between City of Chandler, an Arizona municipal corporation, hereinafter called "City" and **Willmeng Construction Inc.** the "Construction Manager at Risk" or "CM@Risk" designated below (City and CM@Risk may individually be referred to as "Party" and collectively referred to as "Parties").

City and CM@Risk agree as follows:

ARTICLE 1 - PARTICIPANTS AND PROJECT

CITY: **Acting CIP City Engineer: Daniel Haskins, P.E.**
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov

CITY: **Construction Project Manager: Jason Garcia**
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3453 Email: Jason.Garcia@chandleraz.gov

CM@RISK:	**Legal Company Name:**	**Willmeng Construction, Inc.**
	Mailing Address:	**1702 E. Highland Ave. Suite 450, Phoenix, AZ 85016**
	Physical Address:	**1702 E. Highland Ave. Suite 450, Phoenix, AZ 85016**
	Arizona Roc No.:	**ROC 082904**
	Federal Tax Id No.:	**86-0410806**
	State Where Organized:	**Arizona**
	Business Organization:	**General Commercial Contractor**
	Statutory Agent Name:	**Brian Flaherty**
	Statutory Agent Mailing Address:	**1702 E. Highland Ave. Suite 450 Phoenix, AZ**
	Statutory Agent Physical Address:	**1702 E. Highland Ave. Suite 450 Phoenix, AZ**

CM@Risk's Authorized Project Representative:

Name:	**Michael Mongelli**
Title:	**President**
Phone:	**480-968-4755**
Email:	**mmongelli@willmeng.com**

PROJECT DESCRIPTION:

As part of this pre-construction effort for the Dr. A.J. Chandler Park Renovation Phase 1, the contractor will participate in stakeholder, value engineering, comment resolution, and GMP negotiation meetings, provide constructability review of the design documents at the 30%, 60%, and 90% milestone submittals, develop a preliminary construction schedule, provide recommendations regarding long lead items/equipment, perform potholing as needed, and prepare cost models and an early GMP.

PROJECT LOCATION:

3. S Arizona Ave, Chandler AZ 85225

ARTICLE 2 - AGREEMENT DOCUMENTS

2.1 **AGREEMENT DOCUMENTS**

The Agreement between City and CM@Risk will consist of the following Agreement Documents:

1. This Pre-Construction Services Agreement and all of its Exhibits, incorporated by reference;
2. **Exhibit A** – Pre-Construction Scope of Work and Schedule;
3. **Exhibit B** – Compensation and Fee Schedule;
4. **Exhibit C** – Insurance Requirements;
5. **Exhibit D** – Submittal Requirements for GMP/Price Proposal;
6. **Exhibit E** - General Conditions and General Conditions Appendices.

2.2 **DEFINITIONS**

The definitions in Sections 2 and 15.1 of the General Conditions apply to all the Agreement Documents, including this Agreement.

ARTICLE 3 - PRE-CONSTRUCTION SERVICES

3.1 **SERVICES**

CM@Risk must provide all of the services and perform in accordance with Section 17 of the General Conditions. The major components of Pre-Construction Services and the corresponding subsections of Section 17 of the General Conditions are set forth below.

3.2 **GENERAL REQUIREMENTS**

3.2.1 CM@Risk must perform the services required by, and in accordance with this Agreement and as outlines in the attached **Exhibit A** to the satisfaction of the Project Manager, in full compliance with Section 17.2.1 of the General Conditions.

3.2.2 In performance of the Services under this Agreement, the CM@Risk must fully comply with all applicable Laws, Regulations, or Legal Requirements applicable to City, the Project, and the Agreement.

3.2.3 CM@Risk must perform the Services under this Agreement using only those firms, team members, and individuals designated by CM@Risk consistent with the Statement of Qualifications or as otherwise approved by City in accordance with the General Conditions. No other entities or individuals may be used without the prior written approval of City.

3.2.4 CM@Risk will comply with all terms and conditions of the General Conditions.

3.2.5 In the event of a conflict between this Agreement and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Agreement will control.

3.2.6 **Ownership of Work Product**. Notwithstanding anything to the contrary in this Agreement, all Work Product prepared or otherwise created in connection with the performance of this Agreement, including the Work, are to be and remain the property of City, as set forth in Section 17.2.6 of the General Conditions.

3.3 **DESIGN PROJECT SCHEDULE**

CM@Risk must prepare and present to City a Detailed Project Schedule that is acceptable to the City and in accordance with Section 17.3 of the General Conditions.

3.4 **DESIGN DOCUMENT REVIEW**

CM@Risk must conduct the evaluations, perform the design document reviews, make the recommendations, and provide the other Services referenced in accordance with Section 17.4 of the General Conditions.

3.5 **BASELINE COST MODEL, DETAILED COST ESTIMATES, AND SCHEDULE OF VALUES**

3.5.1 CM@Risk must prepare and submit the Baseline Cost Model, Detailed Cost Estimates, and Schedule of Values in accordance with Section 17.5 of the General Conditions.

3.5.2 The submitted Baseline Cost Model, Detailed Cost Estimates, and Schedule of Values must not exceed the City's Construction Budget, which is **$20,000,000** or a higher amount as revised by the City ("Construction Budget"). If CM@Risk submits a Baseline Cost Model, Detailed Cost Estimates, and Schedule of Values that exceeds the Construction Budget, negotiations could lead to termination or suspension of the Agreement.

3.6 **SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS**

CM@Risk must select and obtain approval of Subcontractors and Suppliers in accordance with Section 17.6 of the General Conditions.

3.7 **GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL**

3.7.1 CM@Risk must submit a GMP Proposal for the entire Work, and for each phase (if required) of the Work, at the times set forth in the Pre-Construction Schedule included in attached. The GMP Proposal must be presented in a format acceptable to City based upon the attached **Exhibit D**. City may change the schedule, format, and/or requirements for the GMP Proposal as it deems necessary during Pre-Construction, and may request resubmittal of the GMP Proposal to reflect such changes.

3.7.2 Preparation, submittal, review, and approval (or disapproval, if applicable) of the GMP Proposal will be done in accordance with Section 17.7 of the General Conditions.

3.7.3 For the purposes of the GMP Proposal, the Parties agree that:

a. The CM@Risk Fee will be equal to **7.5%** (percent) of the Cost of Work;

b. General Conditions costs will be a fixed amount or percentage agreed to as part of the Baseline Cost Model.

3.7.4 The GMP Proposal must not exceed the City's Construction Budget.

3.8 **ADDITIONAL PRE-CONSTRUCTION SERVICES**

3.8.1 Additional services which are outside the scope of the services required under the Agreement Documents will not be performed by CM@Risk without prior written authorization from City. Additional services, when authorized by an executed written Change Order under Section 9 of the General Conditions, will be compensated for by a fee mutually agreed upon in such written Change Order between City and CM@Risk.

3.8.2 No claim for additional services, extra work done or materials furnished by CM@Risk will be allowed by City except as provided herein, nor will CM@Risk provide any additional services, do any work, or furnish any materials(s) not covered by this Agreement unless such work or material is first authorized in writing by City. Work or material(s) furnished by CM@Risk without such prior written authorization will be CM@Risk's sole jeopardy, cost, and expense, and CM@Risk hereby agrees that without prior written authorization no claim for compensation for such services, work or materials furnished will be made, and City will not be responsible for such costs.

3.8.3 No Work (as defined by Section 1 of the General Conditions) may be performed under this Pre-Construction Services Agreement, without prior written approval by City. As an example, all procurement of long lead time items that must be procured to support the construction schedule or site investigative Work necessary to complete Pre-Construction Services, if done by the CM@Risk, will be performed only after a GMP Proposal for the Work has been approved and accepted in writing by City and all such Work will be done only under an executed Agreement for Construction Services, or pursuant to a prior written direction from City to engage in such procurement.

ARTICLE 4 - CONSTRUCTION SERVICES

If City accepts CM@Risk's GMP Proposal, CM@Risk and City will enter a Construction Services Agreement for Construction of the Project based upon CM@Risk's Pre-Construction Services performed and GMP Proposal submitted pursuant to this Agreement. The terms of the Construction Services Agreement are being negotiated contemporaneously with this Agreement and CM@Risk agrees to execute the Construction Services Agreement, without further modification, upon acceptance by City of the GMP Proposal. All of CM@Risk's obligations, duties and warranties in relation to Pre-Construction Services and Deliverables (including specifically the GMP Proposal) survive the completion of this Agreement and will be incorporated into the Construction Services Agreement.

ARTICLE 5 - CITY FURNISHED INFORMATION

5.1 City, at no cost to CM@Risk, will furnish the following to CM@Risk:

5.1.1 One copy of data in City's possession or control which City determines in its discretion to be pertinent to the Work. However, CM@Risk will be responsible for searching the records and requesting information it deems reasonably required for the Project.

5.1.2 Electronic copies of programs, reports, drawings, and specifications reasonably required by CM@Risk, to the extent in possession of City.

ARTICLE 6 - AGREEMENT TIME

Agreement Duration is **365** Calendar Days. The Pre-Construction Services described in this Agreement must be performed by CM@Risk in accordance with the Pre-Construction Schedule set forth in attached **Exhibit A**, as updated and expanded in the most current updated/revised and approved Detailed Project Schedule. Failure on the part of CM@Risk to adhere to the Pre-Construction Schedule requirements for activities for which it is responsible and in control will be deemed a material breach and sufficient ground for termination for cause of this Agreement by City.

ARTICLE 7 - AGREEMENT PRICE

7.1 In exchange for CM@Risk's full, timely, and acceptable performance of the Services under this Agreement, and subject to all of the terms of this Agreement, City will pay CM@Risk a fee of **$175,583** (the "Agreement Price"). The method of payment for this Agreement is Hourly, Not-to-Exceed. The amount paid will not exceed the Agreement Price for actual costs incurred, based on the negotiated hourly rates and reimbursement schedule as defined in **Exhibit B**, Compensation and Fee Schedule.

7.2 The Agreement Price is all-inclusive, and City will not pay any additional amounts, costs or expense, except for only those specifically designated reimbursable costs, without markup, as set forth in **Exhibit B**.

ARTICLE 8 - FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

8.1 By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entitles as of the Effective Date.

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CM@Risk"
Willmeng Construction Inc.

Michael Mongelli

Digitally signed by Michael Mongelli
DN: C=US, E=mmongelli@willmeng.com, O="Willmeng Construction, Inc.", CN=Michael Mongelli
Date: 2025.02.28 12:59:57-07'00'

02.28.2025

Signature Date

Michael Mongelli

Print Name

President

Title

mmongelli@willmeng.com

Signer Email Address

EXHIBIT A

PRE-CONSTRUCTION SERVICES
SCOPE OF WORK AND SCHEDULE

Template Document
PM/CM to review and customize as needed for specific project
And CIP City Engineer to negotiate with Contractor on CMAR Fee % of Cost of Work (per 3.7.3 of contract)

Exhibit A
CM@RISK PRE-CONSTRUCTION SERVICES
SCOPE OF WORK
DR A.J. CHANDLER PARK RENOVATION PHASE 1
CA2402.251

Note: The sections below are numbered to correspond with General Conditions, Section 17 – Provisions Applicable Solely to Pre-Construction Services for Construction Manager at Risk.

17.2 – GENERAL

Project Kick-off Meeting

Attend and participate in Project Kick-off meeting. CM@Risk will provide drawings, schedule diagrams, budget charts, and other materials describing the Project, when their use is required for the meeting.

Stakeholders and Public Agencies Meetings

Attend and participate, as may be appropriate, in meetings related to the Project with Stakeholders and Public Agencies.

Partnering Sessions

Attend and participate, as may be appropriate, in Partnering Sessions.

Project/Design Meetings

Participate in bi-weekly or monthly Project/Design meetings.

Project Workshops/Design Workshops

Participate in Project Workshops and Design Workshops and/or other miscellaneous meetings and partnering sessions as required by City. CM@Risk will provide input consistent with sound and generally accepted construction management and contracting practices related to the procurement, cost impact, schedule, quality, and operations/maintenance.

Construction Document Rolling Reviews

Participate in Construction Document Rolling Review meetings. Review of documents as received from Project Designer; feedback consistent with sound and generally accepted construction management and contracting practices related to procurement, cost impact, schedule, quality, and operation/maintenance.

Value Engineering Review Meetings

Participate in Value Engineering Review meetings or Value Engineering workshops. Project Team will routinely assist to identify and evaluate, using engineering principles, any alternate systems, approaches, and design changes that have the potential to reduce Project costs while still delivering a quality and functional product that meets the design intent.

Utility Coordination Meetings

Participate in Utility Coordination meetings. CM@Risk will attend, make presentations, and participate as may be appropriate, in Utility Coordination meetings related to the Project. CM@Risk will provide drawings, schedule diagrams, budget charts, and other materials describing the Project, when their use is required for the meeting.

Comment Resolution Meetings

Participate in meetings with the Consultants and City to review constructability/bid-ability comments after design submission for both 60% and 90% design.

GMP Review/Negotiation Meetings

Participate in meetings with City to review the GMP after submission.

17.3 – DETAILED PROJECT SCHEDULE

Develop Design Phase Schedule

Prepare and present to City a detailed design phase project schedule with input from City and Project Designer which utilizes the Critical Path method (CPM) technique

Design Phase Schedule - Monthly Updates

Provide monthly updates to current schedule with monthly progress reports; analysis of progress achieved to-date against baseline, including any concerns regarding delays or potential delays and any recommendations regarding mitigating actions.

Develop Preliminary Construction Schedule & Phasing Plans

Transition design phase schedule to overall project schedule in association with the baseline cost model and proposed phasing plans for early equipment procurement and/or construction activities and the remainder of the construction phase.

Long Lead Analysis and Recommendations

Identify all long lead time materials, fabrications, equipment or other items which may impact the Project Schedule and may require early action on the part of the Project Team including dates required for selecting and procuring such items.

Equipment Plan

Prepare and present to City an Equipment Plan that addresses all rental and owned equipment that is necessary to construct the Project as outlined in General Conditions Section 17.3.6.

Phasing and Logistics Planning

Develop a strategic approach to sequencing or phasing construction activities while ensuring efficient site operations. This includes coordinating access, staging materials, minimizing disruptions to the surrounding community, and maintaining safety throughout the project.

17.4 – DESIGN DOCUMENT REVIEWS

Value Analysis/Efficiency Analysis

Evaluate periodically the availability of labor, materials/equipment, cost-sensitive aspects of the design; and other factors that may create an unacceptable variance to the Baseline Cost Model and/or Baseline Project Schedule; use established value analysis principles in recommending cost effective alternatives

Utility Design Review and Comment

Perform reviews and provide written comments on the utility relocation and design submittals and for coordination with the design development for construction of the Project.

Constructability and Bid-ability Reviews

Perform reviews and provide written comments on the project design submittals and for construction drawings, construction documents, various analyses, and studies and investigations conducted for the design of the Project. Includes, but is not limited to, review and evaluate Design Development documents for clarity, consistency, completeness, and ease of construction in order to achieve the overall objective of the Project. Review prior project as-built plans. Evaluate construction safety issues and proposals of construction safety improvements, as may be applicable. CM@Risk will evaluate whether: (a) the Drawings and Specifications are configured to enable efficient construction; (b) design elements are standardized; (c) construction efficiency is properly considered in the Drawings and Specifications; (d) the design promotes accessibility of personnel, material and equipment, and facilitates construction under adverse weather conditions; (e) sequences of Work required by or inferable from the Drawings and Specifications are practicable; and (f) the design has taken into consideration, efficiency issues concerning access and entrance to the site, lay down and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues. Review comments will be compiled at each of the following design phase milestones: 60% and 90%.

Document Complementary Review and Cross Checks

Perform reviews and provide written comments regarding the bid-ability of the Project. CM@Risk will check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies; (b) named materials and equipment are commercially available and are performing well or otherwise in similar installations; (c) Specifications include alternatives in the event a requirement cannot be met in the field; and (d) in its professional opinion, the Project is likely to be subject to differing site conditions. Review comments will be complied at each of the following design phase milestones: 60% and 90%.

Utility/Site Investigations

Participate in site investigation and utility potholing as deemed necessary to pothole, identify, and record existing utilities to avoid conflicts during design planning.

17.5 – BASELINE COSTS MODEL, DETAIL COST ESTIMATE, SCHEDULE OF VALUES

30% Cost Model (Baseline Cost Model)

Upon receipt of acceptable 30% drawings, CM@Risk will review all available information regarding design and scope of the Project using the CM@Risk's experience in performing similar work, knowledge of similar projects, and current and projected construction costs and, based upon that review, must develop a Baseline Cost Model for review by the Project Team and approval by City.

60% Cost Model

Upon receipt of acceptable 60% drawings and specifications, CM@Risk will review all available information regarding the design and scope of the Project using CM@Risk's experience in performing similar work, knowledge of similar projects and current and projected construction costs and, based upon that review, must update the Cost Model for review by the Project Team and approval by City.

90% Cost Model

Upon receipt of acceptable 90% drawings and specifications, CM@Risk will review all available information regarding the design and scope of the Project using CM@Risk's experience in performing similar work, knowledge of similar projects and current and projected construction costs and, based upon that review, must update the Cost Model for review by the Project Team and approval by City.

Continuous Cost Model/Estimate Updates (Design Evolution Log)

Track, estimate/price, and address the Project Team's overall project cost issues that arise outside of the Baseline Cost Model and the latest approved Detailed Cost Estimate such as: City generated changes, Project Team proposed changes, alternate system analysis, constructability items and value engineering analysis.

Schedule of Values

Prepare and submit Schedule of Values for review by the Project Team and approval by City.

Cash Flow Projections

Prepare and submit cash flow projections upon request by City.

17.6 – SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

Procurement Prequalifications & Subcontractor Prequalification

Evaluate potential suppliers and subcontractors with respect to safety, financial capacity, ability to meet/exceed schedule, and quality in order to obtain adequate pool of acceptable bidders.

Subcontractor Selection Plan

Develop and submit written subcontractor selection plan per General Conditions Section 17.6 with justification for any qualifications based selections proposed.

Subcontractor Bid Evaluation/Reports

Prepare and submit detailed list of recommended subcontractors and summary report of the entire selection process.

Pre-bid Conference

Plan, communicate, and conduct pre-bid conference with prospective subcontractors and suppliers.

17.7 – GMP PROPOSAL

Early Equipment/Early GMP Preparation

Identify long-lead equipment that will greatly improve schedule if procured in an early GMP; work with Owner and Project Designer in developing required Agreement Documents to facilitate this procurement.

GMP Preparation and Submission

Prepare and submit the GMP Proposal in accordance with City's request for GMP Proposal requirements based on the most current completed Drawings and Specifications at that time, which unless otherwise directed by City in writing, will be at 100% Construction Drawings. Preparation and submission of phased GMP Proposals submitted for the Project (such as a separate GMP for long lead equipment or phased construction) are also included in this item.

17.8 – PAYMENT PROCEDURE FOR PRE-CONSTRUCTION SERVICES

Monthly Progress Reports/Request for Payment

Prepare and submit monthly request for payment accompanied by a progress report, detailed invoices and receipts, if applicable.

ALLOWANCE ITEMS

Site Utility Investigations (Potholing) – Allowance

An allowance to supply a potholing subcontractor to continue investigating unknown utilities and locations (if required or not performed by the Project Designer).

Reprographic – Allowance

An allowance to be used to print, prepare, and/or reproduce plans, specifications, exhibits, etc.

EXHIBIT B

COMPENSATION AND FEE SCHEDULE

EXHIBIT B
CM@RISK PRE-CONSTRUCTION SERVICES
FEE PROPOSAL
Dr. AJ Chandler Park Renovation Phase 1 CMAR
PROJECT NUMBER CA2402.251
2/7/2025

	Hours	Cost
17.2 - GENERAL (All Meetings include Willmeng Internal Meetings)		**$21,623**
Project Kick-off Meeting	2	$300.31
Stakeholders and Public Agencies Meetings	Included	$0.00
Partnering Sessions	Included	$0.00
Project/Design Meetings	94	$14,114.73
Project Workshops/Design Workshops	8	$1,201.25
Construction Document Rolling Reviews	8	$1,201.25
Value Engineering Review Meetings	8	$1,201.25
Utility Coordination Meetings	12	$1,801.88
Comment Resolution Meetings	6	$900.94
GMP Review/Negotiation Meetings	6	$900.94
17.3 - DETAILED PROJECT SCHEDULE		**$27,983**
Develop Design Phase Schedule	8	$1,190.75
Design Phase Schedule - Monthly Updates	12	$1,786.13
Develop Preliminary Construction Schedule & Phasing Plans	52	$7,739.88
Long Lead Analysis and Recommendations	8	$1,190.75
Equipment Plan	NA	$0.00
Phasing and Logistis Planning	108	$16,075.13
17.4 - DESIGN DOCUMENT REVIEWS		**$24,704**
Value Analysis/Efficiency Analysis	24	$3,529.17
Utility Design Review and Comment	32	$4,705.55
Constructability and Bid-ability Reviews	96	$14,116.66
Document Complementary Review and Cross Checks	16	$2,352.78
Maintenance of Plant Operations (MOPOs)	NA	$0.00
Utility/Site Investigations	Included	$0.00
17.5 - BASELINE COSTS MODEL, DETAIL COST EST, SCHEDULE OF VALUES		**$62,764**
30% Cost Model (Baseline Cost Model)	108	$15,266.80
60% Cost Model	168	$23,748.36
90% Cost Model	168	$23,748.36
Continuous Cost Model/Estimate Updates (Design Evolution Log)	Included	
Schedule of Values	Included	
Cash Flow Projections	Included	
17.6 - SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS		**$4,523**
Procurement Prequalifications & Subcontractor Prequalification	8	$1,130.87
Subcontractor Selection Plan	8	$1,130.87
Subcontractor Bid Evaluation/Reports	16	$2,261.75
Pre-bid Conference	Included	$0.00
17.7 - GMP PROPOSALS		**$21,487**
Early Equipment/Early GMP Preparation	Included	$0.00

GMP Preparation and Submission	152	$21,486.61
17.8 - PAYMENT PROCEDURE FOR PRE-CONSTRUCTION SERVICES		**$0.00**
Monthly Progress Reports/Request for Payment	Included	$0.00
SUBTOTAL:		**$163,083**

	Hours	**Cost**
REIMBURSABLES & ALLOWANCES		**$12,500**
Topographic Survey	Excluded	
Site Utility Investigations (Potholing)	Included	$10,000.00
Reprographics	Included	$2,500.00
Order Long Lead Items	Excluded	
Owner's Allowance	Excluded	
Subcontractor Consulting	Excluded	
TOTAL:		**$175,583**

EXHIBIT C

INSURANCE REQUIREMENTS

1. General.

1.1 At the same time as execution of this Agreement, CM@Risk must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.

1.2 CM@Risk and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect CM@Risk from liabilities that might arise out of the performance of the Agreement services under this Agreement by CM@Risk, its agents, representatives, employees, subconsultants, and CM@Risk is free to purchase any additional insurance as may be determined necessary.

1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve CM@Risk from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

1.6 Use of subconsultants: If any work is subcontracted in any way, CM@Risk must execute a written Agreement with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of CM@Risk in this Agreement. CM@Risk is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. CM@Risk must provide coverage with limits of liability not less than those stated below.

2.1 *Commercial General Liability-Occurrence Form*. CM@Risk must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising

injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.2 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: CM@Risk must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on CM@Risk owned, hired, and non-owned vehicles assigned to or used in the performance of CM@Risk's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.3 *Workers Compensation and Employers Liability Insurance*: CM@Risk must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CM@Risk employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

2.4 *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the Agreement price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.

Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and engineers' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any Project property or equipment is in transit, off Site, or while on Site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the Site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.

The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery

and subrogation against the City under the Contractor- Builders' Risk/Installation Floater insurance described herein.

Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.

The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of Subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 Days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.

All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Agreement, waived against the City, its officers, officials, agents and employees.

The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. CM@Risk's insurance must contain broad form contractual liability coverage.

3.1.2. CM@Risk's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by CM@Risk and must not contribute to it.

3.1.3. CM@Risk's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.1.4. Coverage provided by CM@Risk must not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by CM@Risk for City.

3.1.6. CM@Risk, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. CM@Risk must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Agreement.*

3.2.1. If any of the required policies expire during the life of this Agreement, CM@Risk must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, CM@Risk or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3 *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, CM@Risk including City's general supervision of CM@Risk; Products and Completed operations of CM@Risk; and automobiles owned, leased, hired, or borrowed by CM@Risk.

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by CM@Risk even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT D

SUBMITTAL REQUIREMENTS FOR GMP/PRICE PROPOSAL
(Page 1 of 2)

1. Unless otherwise instructed, CM@Risk must submit 3 bound copies of any GMP Proposal(s) that includes the following documents, complies with the requirements specified in this Agreement and the following instructions. The GMP Proposal(s) must be organized as follows:

   A. Table of Contents
   B. Project Description
   C. GMP Proposal and the following attachments:
      i. Detailed Cost Estimate upon which the GMP is based and if for phased work, a total project Detailed Cost Estimate as of the time of the phased GMP Proposal.
      ii. List of Subcontractors
      iii. Schedule of Manufacturers and Suppliers
   D. Schedule of Values ("SOV")
   E. Project Schedule and a variance report to the Baseline Project Schedule
   F. Construction phasing/traffic control (if applicable)
   G. List of GMP Plans and Specifications

2. A summary breakdown of the GMP Proposal is shown on page 2 of this Exhibit, along with instructions regarding certain line items. The definitions included in Section 1 of the General Conditions apply to the line items, as appropriate, and set-forth the criteria to be used by CM@Risk in providing the required breakdown.

3. The most current version of CM@Risk's SOV must be submitted with the GMP Proposal. Supporting documents for the SOV, including the request for bids, copies of bids received, and clarification assumptions used for the particular bid item listed must be provided in an organized matter that correlates with the SOV.

4. The final accepted GMP must not include any clarifications/assumptions made by CM@Risk in the preparation of the GMP Proposal, unless any such clarification or assumption is agreed to in writing by City.

5. The most current version of CM@Risk's Detailed Project Schedule must be submitted with the GMP Proposal with a variance report from the project's Baseline Schedule. The Detailed Project Schedule must be prepared as specified in this Agreement.

6. A table listing all drawing sheets included in the GMP Plans and Specifications must be included with the GMP package. The table must include the following information: Sheet Number, Sheet Name, Sheet Version, and Date of Issuance. The GMP Proposal and Specifications, as defined, must be transmitted as specified in this Agreement.

NOTE: The submittal package must be kept as simple as possible all on 8 ½ x 11 sheets. Color or shading must be kept to a minimum. If used, make sure the color or shading will not affect the reproduction of the submittal in black and white.

EXHIBIT D

CM@RISK GMP SUMMARY (PAGE 2 of 2)

Project Name: _____ Date: _____

Project Location: _____

City of Chandler Project No.: _____

	Amount
A. Cost of Work	
A1 Cost of Work (self perform, no mark-up)	$0.00
A2 Cost of Work (subcontractors, suppliers, materialmen)	$0.00
TOTAL COST OF WORK:	**$0.00**
B. General Conditions	**$0.00**
SUBTOTAL 1 (Cost of Work) (A + B):	**$0.00**
C. CM@Risk's Fee	**$0.00**
SUBTOTAL 2 (A + B + C):	**$0.00**
D. Bonds and Insurance (on Subtotal 1)	
D1 Bonds (Payment and Performance)	$0.00
D2 Insurance	$0.00
TOTAL BONDS & INSURANCE:	**$0.00**
SUBTOTAL 3 (SUBTOTAL 2 + BONDS & INS):	**$0.00**
E. Sales Tax	
E1 Sales Tax	$0.00
E2 Tax Credits	$0.00
TOTAL SALES TAX:	**$0.00**
F. Approved Allowances	
F1 Owner's Allowance	$0.00
F2 Owner's Allowance for Water and Wastewater	$0.00
TOTAL ALLOWANCES:	**$0.00**
G. Contingencies	
G1	$0.00
G2	$0.00
TOTAL CONTINGENCIES:	**$0.00**
TOTAL GMP PROPOSAL:	**$0.00**

Establishment of Values:

a. Cost of Work (A) and Allowances (F) to be submitted with GMP Proposal.

b. General Conditions Cost (B) to be established in Baseline Cost Model.

c. CM@Risk Fee as set forth in Section 3.7.3 of this Contract

EXHIBIT E

GENERAL CONDITIONS
AND
GENERAL CONDITIONS APPENDICES

CHANDLER arizona
Community of Innovation

GENERAL CONDITIONS

Approved date: July 20, 2022

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SECTION 1 - SCOPE OF THESE GENERAL CONDITIONS

These General Conditions encompass provisions that apply, and are incorporated into all construction Agreements entered into by the City of Chandler, unless otherwise specifically excluded in the executed Agreement.

SECTION 2 - GENERAL DEFINITIONS

Allowance: A specific amount for a specific item of Work, if any, that City agrees has not been sufficiently designed, detailed, or selected (including design changes from 90% to 100% as authorized by and at the discretion of the City) at the time the Agreement Price is agreed to for Contractor to provide a definitive price.

Alternate Systems Evaluations or Alternative Analysis: Alternatives for design, means and methods or other scope considerations that are evaluated using value analysis principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets City requirements.

Change Order: A written instrument issued after execution of the Agreement Documents signed by City and Contractor, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Agreement Price, the extent of the adjustment to the Agreement Time, or modifications of other agreement terms. The Agreement Price and the Agreement Time may be changed only by Change Order.

Consultant: Person or firm that provides professional services.

City (Owner or OWNER): City of Chandler, a municipal corporation, with whom Contractor has entered into the Agreement and for whom the Work or Services are to be provided pursuant to the Agreement(s).

Contingent Bid Items: This is a minor bid item which is likely, but not certain, to occur during the course of work. If the Engineer determines that this work is required, the Contractor will accomplish the work and payment will be made based on the contingent unit bid price included in the proposal. Since the quantity listed in the proposal is primarily for bid comparison, the amount of work required by the Engineer may vary materially from this.

Agreement: The written agreement executed between City and Contractor, including all of the Agreement Documents.

Agreement Documents: The documents which together form the Agreement between City and Contractor, as identified in Article 2 of the Agreement, or are otherwise incorporated into the Agreement, including the Agreement, the exhibits thereto, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Project Schedule, written and properly executed Change Orders, MAG Specifications and City's amendments thereto, and any other documents so designated in the Agreement.

Agreement Price: The agreed-upon price to be paid to Contractor for full, timely, and acceptable completion of the Work or Services under the terms of the Agreement.

Agreement Time(s): The number of calendar days or the dates related to the applicable phase, Substantial Completion, or Final Acceptance as stated in Agreement Documents. Agreement Time starts

with the Notice to Proceed (NTP) and ends with Final Acceptance. The Agreement Time is set forth in the Agreement and is based upon the Project Schedule agreed to by City in writing.

Contractor: The person or business association with whom City has entered into an agreement for construction related Work or Services in relation to the Project at issue.

Contractor Payment Request: The form that is accepted by City and used by Contractor in requesting progress payments or final payment and which must include such supporting documentation as is required by the Agreement Documents or City.

Construction Budget: The City's budget for construction of the Project.

Construction Documents: The Plans, Specifications, and Drawings prepared and issued by the Design Professional and approved by City for construction, meaning the documents are sealed by the Design Professional (as required), acceptable for permitting and incorporated into the Agreement by this reference. All amendments and modifications to the Construction Documents must be approved in writing by City prior to incorporation into the Agreement.

Cost of the Work: The term Cost of the Work will mean costs necessarily incurred by Contractor in the proper performance of the Work. Such costs will be at rates not higher than the standard paid at the place of the Project except with prior consent of City.

Critical Path Method (CPM): A scheduling technique which identifies the logical sequence of the activities occurring in a Construction Project, the anticipated time required to complete each activity in the Project, and the activities that must be completed on schedule to finish the Project within the anticipated time. Typically, activities are arranged in a network that shows both activities and their dependencies. CPM is also used as a management technique which enables contracting parties to predict when activities may occur so that resources can be effectively used and limitations can be identified.

Critical Path: Critical Path is the sequence of project network activities which add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project must not be changed without prior written approval of City.

Day: Calendar day(s) unless otherwise specifically stated in the Agreement Documents.

Design Professional: The qualified, licensed person, firm or corporation who furnishes design and construction administration services required under the Agreement Documents. These services may include, but are not limited to: development of Construction Drawings and Documents, review of Contractor Submittal(s), review of and response to Requests for Information, approval and certification of progress payment applications, construction administration, and construction agreement close out.

Differing Site Conditions: Concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Agreement Documents, or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work at the general area of the Site. Caliche, rock, hard-digging or sandy/silty soil encountered on a project is not considered a "Differing Site Condition."

Drawings (Plans): Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by Contractor during the construction phase and which have been prepared

or approved by the Design Professional and City. These documents include Drawings that have reached a sufficient state of completion and released by Design Professional solely for the purposes of review and use in performing constructability or bid-ability reviews by Contractor and in preparing cost estimates (e.g. Master Planning and Programming, Schematic Design, Design Development, and Construction Drawings), but *"not for construction*." Shop Drawings are not Drawings as so defined.

Final Acceptance: The City's acceptance of the facility or project from the Contractor after all Work is completed, tested, and inspected in accordance with the Agreement requirements. Final Acceptance results in a Letter of Acceptance (LOA).

Fixed Price: A fixed price or amount for an Agreement Price, Scope of Work, materials, or other item under an Agreement, Change Order, or other agreement, which City agrees, in writing, to pay instead of the actual cost.

Float: The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Agreement Time. Unless otherwise expressly agreed in writing, all Float belongs to City.

Laws, Regulations, or Legal Requirements: Any and all applicable laws, rules, regulations, ordinances, codes and orders applicable to the Project of any and all governmental bodies, agencies, authorities and courts having jurisdiction and any applicable provisions of the Development Agreement for the Project (if any), including, without limitation, those provisions relating to the design and construction of the Project.

Line Item: The individual elements of Work identified on a bid or other schedule and associated with a price or a unit price and quantity particular to that individual element of the Work. Also refers to individual items of work within the Schedule of Values.

Liquidated Damages: Designated damages for the City to collect as compensation upon a specific breach (example: late delivery).

Long-Lead Item: Long-lead item refers to the equipment, product, or system that is identified at the earliest stage of a project to have a delivery time long enough to affect directly the Critical Path/the overall lead time of the project.

MAG: The Maricopa Association of Governments.

MAG Specifications: The most current version of the Uniform Standard Specifications for Public Works Construction published by MAG.

MAG Standard Details: The most current version of the Uniform Standard Details as published by MAG.

Minor change: A change in the Work having no impact on cost or time or the City-approved design intent, as determined by City.

Notice to Proceed (NTP): A written notice given by City to Contractor fixing the date on which Contractor will start to perform Contractor's obligations under the Agreement.

Project: The Project specified in the Agreement (including a Job Order).

Project Manager: The Project Manager designated in Article 1 of the Agreement, or any successor thereto

designated by City. The Project Manager has the authority to act on behalf of City, as delineated and limited by the Agreement Documents and applicable law. And City will communicate with Contractor through the Project Manager. However, the Project Manager has no authority to bind City or City Council in contravention of any City code, State or Federal statute or regulation, or these General Conditions.

Project Schedule: The schedule for the completion of the Project agreed to and required by City.

Project Specific Conditions: Additional conditions which apply to the specific Project and Scope of Work which are set forth in Exhibit D of the Agreement.

Project Team: The Project Team consisting of the Design Professional, Contractor, Project Manager, and such others as City may designate.

Punch List: The list initially prepared by Contractor pursuant to the Agreement Documents, reviewed and supplemented by the Project Manager (and at the sole option of the Project Manager, the Design Professional) and approved by City containing items of incomplete work not impacting Substantial Completion, if allowed for under the Agreement, and to be completed or corrected by Contractor after Substantial Completion and before Final Acceptance in accordance with the Agreement Documents.

Quality Assurance (QA) Testing: Testing performed to verify the accuracy and applicability of the QC testing results and to ascertain that the materials installed meet the specified levels of quality in accordance with the Agreement Documents.

Quality Control (QC) Testing: Testing performed to assure that the materials installed comply with the requirements in the Agreement Documents.

Requests for Information (RFIs): Formal written request from Contractor to City or Design Professional for the Project seeking clarification or additional information needed for Contractor to properly complete the Work or Services under the Agreement. City may require RFI's to be submitted on a specific form or in a specified format.

Schedule of Values (SOV): The specified document prepared by Contractor, and approved and accepted by City, which divides the Agreement Price into pay items, such that the sum of all pay items equals the Agreement Price for the construction phase Work, or for any portion of the Work having a separate specified Agreement Price.

Scope of Work: The scope of work agreed to or required by City and incorporated into the Agreement as Exhibit A.

Shop Drawings: All drawings, diagrams, schedules and other data specifically prepared for the Work by Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site: The land or premises on which the Project is located.

Specifications: The part(s) of the Agreement Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto. Where specified, the Project must be constructed using the current Uniform Standard Specifications and Details for Public Works

Construction as furnished by the Maricopa Association of Governments, as amended by City.

Subconsultant: A person, firm or corporation having an Agreement with Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the Project.

Subcontractor: An individual or firm having a direct Agreement with Contractor or any other individual or firm having an Agreement with the aforesaid contractors at any tier, who undertakes to perform a part of pre-construction services or construction phase Work at the Site for which Contractor is responsible. Subcontractors must be selected through the Subcontractor selection process described in the Agreement Documents, if any.

Substantial Completion: The date when the City determines that the Work (or separable units of Phases as provided in the Agreement Documents) is essentially and satisfactorily complete in accordance with the Agreement Documents such that the Project is ready for use by the City for its intended purpose, opening to the general public, full occupancy or use by City (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and all areas serving the general public, as applicable, must be ready for full operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories, and similar elements are installed in the proper manner and in operating condition, inspected, and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air conditioning, vertical transportation, and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and other work as applicable, has been performed to a similar state of essential and satisfactory completion.

Supplier: A manufacturer, fabricator, distributor, or vendor having a direct Agreement with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by Contractor or any Subcontractor.

Total Float: Number of Days by which pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Agreement Time or schedule milestone in the Project Schedule.

Work: The entire completion of construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Agreement Documents for the construction phase.

Writing: Typing, printing, photography and other modes of representing or reproducing words in a visible form, including email, and expressions.

SECTION 3 - STANDARD SPECIFICATIONS AND DETAILS

3.1 City operates under the latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of the City's Unified Development Manual, may be found and downloaded from City's website at http://www.chandleraz.gov.

3.2 Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1st Avenue, Suite 300, Phoenix, Arizona. They may also be downloaded from their website at: http://www.azmag.gov/Newsroom/Publications

3.3 The MAG Specifications and Standard Details and City's amendments thereto are incorporated into the Agreement by this reference.

SECTION 4 - CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 **GENERAL**

4.1.1 Contractor must construct the Work in accordance with the Agreement Documents and as outlined in Exhibit A of the Agreement to the satisfaction of City, exercising the degree of professional care, skill, diligence, quality and judgment that a professional construction manager engaged, experienced and specializing in the construction management of construction and facilities of similar scope, function, size, quality, complexity and detail in urban areas throughout the United States comparable to Chandler, Arizona would exercise at such time, under similar conditions. Contractor must, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

4.1.2 If Contractor observes errors, discrepancies or omissions in the Agreement Documents, Contractor must promptly notify the Design Professional and City and request clarification. If Contractor, with the exercise of reasonable care, should have recognized such error, inconsistency, omission, or difference and fails to report it to City, and if Contractor proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, Contractor does so at its own risk and will be liable to City for damages resulting from proceeding without clarification.

4.1.3 Project Team and agents of each of them, testing agencies and governmental agencies with jurisdictional interests will be provided access to the Work at reasonable times for their observation, inspection, and testing. Contractor must provide proper and safe conditions for such access.

4.1.4 Contractor must comply with, and require all Subcontractors to comply with, the Arizona Contractors' license laws, including all requirements with respect to being duly registered and licensed.

4.1.5 Contractor must ensure that all employees performing any Work for which Contractor is responsible have a legal right to live and work in the United States. In addition, all compensation of any such employee must meet all applicable requirements of the Fair Labor Standards Act (FLSA) and Federal Minimum Wage laws.

4.1.6 Contractor must comply with the Immigration Reform and Control Act of 1986 (IRCA). Contractor understands and acknowledges the applicability of the IRCA activities. Contractor agrees to comply with the IRCA while performing their work and to permit City inspection of Contractor personnel records to verify such compliance.

4.1.7 Pursuant to MAG Specifications §§ 107.4, Contractor must report immediately any discovery of archeological ruins or artifacts. Excavation must stop immediately so that City can decide on the pertinent steps to follow such discovery.

4.1.8 All property owners that may be affected by the proposed construction activities must be notified of the scope, duration of the construction activities and possible interference with their day-to-day activities by Contractor prior to start of construction. In addition, individual residential or commercial interferences, such as driveway restrictions, water outages, and all other Work adjacent to residence/business, require 48-hour notification in advance of specific adjoining Work. Notification may be through door hangers or other procedures approved by the City.

4.1.9 Access must be maintained to adjacent properties at all times during construction. Where property has more than one point of access, no more than one access will be restricted or closed at any one time. Access to adjacent private driveways will be maintained during all non-working hours.

4.1.10 Contractor must furnish and erect construction signs in accordance with Project Specifications. The signs must be professionally prepared and subject to approval by City, must be maintained by Contractor for the duration of the project, and must be removed by Contractor during the final project clean up.

4.1.11 The number of signs required, the size, shape, installation requirements and information to be included for construction signs is established on the detail sheet, provided, however, signs must be a minimum of 4 foot by 8 foot and must be installed so that the bottom of the sign is at least 4 foot above grade. No direct payment will be made for furnishing and erecting construction signs. The cost thereof must be included in other items for which direct payment is made. Sign locations will be determined by City.

4.1.12 All required construction signs must be installed by Contractor within 7 Days of Notice to Proceed.

4.1.13 The Work to be accomplished under these Agreement Documents has been designed for City by a Design Professional retained by City for this purpose. It is understood that normal construction Administration for the purpose of interpretation of the Agreement Documents is provided by City. Should any services of the Design Professional be required to assist in the corrections of errors or omissions by Contractor, or services of the Design Professional be required because of changes in structure or equipment where Contractor has requested approval of substitute methods or material, or any other items detailed herein below, those services will be provided by the Design Professional at the standard hourly rates previously negotiated with City and must be paid for by the Contractor.

4.1.14 Contractor must reimburse City for costs incurred by the Design Professional for additional services to the Project through no fault of City or the Design Professional including, but not limited to, the following conditions:

a. Additional Site visits, investigations, inspections, design work or reports by the Design Professional which are required due to damages to existing facilities or completed Work caused by the Contractor in his performance, Contractor's negligence, or Contractor's Work which is rejected as defective or as failing to conform to the Agreement Documents;

b. Design Professional construction phase services rendered on the project during the time the project remains incomplete after the Agreement date of final completion will be charged to Contractor at a rate previously negotiated City; and

c. All retesting required due to the failure of Contractor's Work to meet the requirements of the Agreement Documents will be at Contractor's expense. All standby and travel time by the City's testing lab, the Design Professional or City due to Contractor's inability to be prepared for testing at the agreed upon time will be at the Contractor's expense.

4.1.15 City may withhold from any payment otherwise due to Contractor any amounts necessary to pay the Design Professional for such additional services as provided herein above.

4.1.16 Contractor will not be required to bear additional costs incurred by City due to errors by the Design Professional.

4.2 **CONTRACTOR'S PRE-AGREEMENT AND PRE-WORK DELIVERABLES**

4.2.1 Prior to award of the Agreement, Contractor must execute Agreement and deliver to City. Failure to do so may delay Agreement award. Contractor must also provide to City its Contractor's License classification and number and its Federal Tax I.D. number.

4.2.2 Before beginning any Work under the Agreement, Agreement must be fully executed by City.

4.2.3 After Agreement award, City will issue to Contractor an award letter. At that time Contractor must deliver to City such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by City) required under Section 11 of these General Conditions, and as the Agreement requires.

4.2.4 As evidence of Workmen's Compensation Insurance, Contractor must, upon request, provide a letter of certification from the Industrial Commission of Arizona that Contractor is insured by the State Compensation Fund or is an authorized self-insurer or a certificate of insurance issued by an insurance company authorized by the Insurance Department of Arizona to write Workmen's Compensation and Occupational Disease Insurance in the State of Arizona.

4.2.5 Within 10 Days of the date of the executed Agreement letter issued by City, Contractor must submit to City for review and acceptance the following items:

4.2.5.1 Comprehensive construction Project Schedule including a Critical Path Method (CPM) diagram schedule as described in Section 6.2. Project Schedule must be in Microsoft Project standard file format. Within 10 Days of receipt of City's comments, Contractor must make all required corrections, adjustments, and additions to complete the Project Schedule and resubmit to City for review.

4.2.5.2 Preliminary schedule of submittals and Shop Drawings. Within 10 Days of receipt of City's comments, Contractor must submit the corrected and completed schedule of Shop Drawings submissions for approval. Contractor's schedule of Shop Drawings and sample submittals will be acceptable to City if it provides a workable arrangement for reviewing and processing the required submittals.

4.2.5.3 Schedule of Values in a form specified by City reflecting the subcontracts and other categories that will be used to submit Pay Applications for the Work. The total amount of the Schedule of Values must not be greater than the Agreement Price. The Schedule of Values will be reviewed at the Pre-Construction Conference and revised by Contractor within 10 Days after Pre-Construction Conference in response to comments and questions from

City. Once accepted by City in writing, the Schedule of Values for the Project must not be changed without the prior written approval of City.

4.2.6 Video Recording Requirement. Prior to performing any Work, Contractor must document the existing conditions of the Site, all other areas where Work will occur and all adjacent areas that may be impacted by the Work via digital video format. Contractor must video record and index all areas, features, buildings and other public and private improvements that could potentially be impacted by the Work. Video recording must be coordinated with City. When video recording private property, Contractor must also coordinate the video recording with the private property owner, if possible. Contractor must provide City with a copy of said digital video format prior to performing any Work.

4.2.7 Aerial Drone Construction Photography.

4.2.7.1 If Agreement duration is greater than 90 calendar days, Contractor must engage a professional unmanned aerial vehicle (UAV) aerial pilot to photograph the Site prior to construction mobilization, at three-month intervals during construction, and following final inspection. Drone camera specifications must meet the following minimum requirements:

a. 1-inch CMOS
b. Pixels: 20M
c. FOV 84 8.8 mm/24 mm (35 mm format equivalent) f/2.8-f/11 auto focus at 1 m-
d. For photographing: 16.9 Aspect Ratio: 5472x3078
e. For video shooting: MP4/MOV/H.264
f. FHD: 1920x1080 120p @100Mbps
g. File format: High Definition (HD) JPEG for digital photos and HD MPEG 4 for digital video.
h. All metadata to be recorded including GPS data and preserved with photographs provided.

Interval	**JPEG**
3 month intervals	At an altitude (AGL) between 70-90 ft.
3 month intervals	Images to be taken every 50-100 ft. to be determined based on project scope.

4.2.7.2 Drone photos to be taken in sequential geographical order and then organized and provided in the same manner unless otherwise specified.

4.2.7.3 Photos to be provided digitally via an online file share service and/or by a USB drive to contractor.

4.2.7.4 Drone pilots to obey ALL local (city, county, state) UAV regulations as well as FAA UAV guidelines including, but not limited to, conducting all flights during daylight hours, not exceeding maximum altitude ceilings (depending on area), not flying over people, yielding to other aircraft.

4.2.7.5 Drone pilots must fly drone within visual line of sight (VSOL) and have visual spotter when needed. Drone pilots only to operate in favorable weather conditions when minimum visibility is 3 miles or greater.

4.2.7.6 Drone pilots to conduct a preflight checklist and visually inspect the entire flight path prior to flying to ensure a safe flight.

4.2.7.7 Airspace Authorizations. Operations in Class G airspace are allowed without air traffic control (ATC) permission. Operations in Class B, C, D and E airspace need ATC authorization. Drone pilots to schedule each flight in advance and based on airspace if required will notify nearby airports/control towers, etc.

4.2.8 Government Approvals and Permits.

4.2.8.1 Contractor must obtain all necessary permits for the Work and pay all applicable fees, unless otherwise noted on the Plans and in the Specifications. City permit fees will be paid internally by City. For bidding purposes, an allowance for all permit fees is included in the bid schedule under the item "allowance for permit fees." The Contractor will be paid for the actual cost of the permit fees upon submitting a receipt showing the fee Contractor has paid. Excluded from the above allowance are items such as all costs incurred by the Contractor in securing the permit except for the actual permit fee established by the agency, cost for all shutdowns or outages, cost for pole bracing, cost of permits for construction water, cost of construction water, cost for any additional insurance requirements, cost for any licenses, and other similar type costs. Contractor is specifically notified of the need to obtain the necessary environmental permits or file the necessary environmental and regulatory permit notices.

4.2.8.2 Copies of all permits and the associated notices must be provided to City prior to starting the permitted activity.

4.3 PRE-CONSTRUCTION CONFERENCE

4.3.1 Prior to the commencement of any Work, City will schedule a Pre-Construction Conference.

4.3.2 The purpose of this Conference is to establish a working relationship between Contractor, the utility firms, and various City agencies. The agenda will include critical elements of the Work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.

4.3.3 Minimum attendance by Contractor at any mandatory meeting with City must be (1) Contractor's Representative, who is authorized to execute and sign documents on behalf of the firm, (2) Contractor's on-site Superintendent, and (3) Contractor's Safety Office, or other employee responsible for safety.

4.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)

4.4.1 Unless otherwise provided in the Agreement Documents to be the responsibility of City or a separate Contractor, Contractor must provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Contractor to complete the Work consistent with the Agreement Documents.

4.4.2 Contractor must perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Agreement Documents. Contractor must at all times exercise complete and exclusive control over the means, methods, safety, sequences and techniques of construction.

4.4.3 Contractor's Superintendent must be present at the Site at all times that material Work

under this Agreement is taking place. Contractor's Superintendent or designee must be present at the Site at all times any other Work under this Agreement is taking place. Superintendent must not be replaced without written notice to City. Whenever the Superintendent is not present at a particular part of the Work where the City or Design Professional may desire to inform the Contractor relative to interpretation of the Drawings and Specifications or to disapproval or rejection of materials or Work performed, the City or Design Professional may provide such information in writing to the foreman or other worker in charge of the particular part of the Work in reference to which the information is given. Information so given will be as binding as if given to the Superintendent.

4.4.4 All elements of the Work must be under the direct supervision of a foreman or his designated representative on the Site who must have the authority to take actions required to properly carry out that particular element of the Work.

4.4.5 Working Hours. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated, all Work at the Site must be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without City's written consent given after prior written notice to City. If it will become absolutely necessary to perform Work at night or on Saturdays, Sundays or legal holidays, the City must be informed at least 24 hours in advance of the beginning of performance of such Work. Only such Work will be done at night as can be done satisfactorily as determined by the City. Good lighting and all other necessary facilities for carrying out and inspecting the Work must be provided and maintained at all points where such Work is being done. Further, unless such non-normal work hours are performed at City's request or required by the Agreement Documents, Contractor must pay to City all additional costs incurred by City by reason of such non-normal working hours. Expenses incurred by City for overtime compensation must be reimbursed by Contractor as follows: (i) City staff at the rate set forth in current City Fee Schedule as published on City website, (ii) Design Professional and staff at the standard hourly rates previously negotiated with City, and (iii) all others at actual cost plus ten percent administrative overhead. Such costs may be deducted by City from any payments due to Contractor. Provided, however, if overtime work or work during other than normal hours is at the request of City and not due to Contractor delay, City will pay the cost of City overtime expenses.

4.4.6 Where the Agreement Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is Contractor's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer. All materials and equipment must be stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Agreement Documents; but no provisions of any such instructions will be effective to impose on City of Design Professional responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.

4.4.7 Before starting the Work, Contractor must carefully study and compare the various Plans, Drawings, other Agreement Documents, and Specifications relative to that portion of the Work, as well as the information furnished by City, must take field measurements of any existing conditions related to that portion of the Work and must observe any conditions at the Site affecting it. The exactness of grades, elevations, dimensions, or locations given on any Drawings, or the Work installed by other contractors, is not guaranteed by City.

4.4.8 Before ordering materials or doing Work, Contractor and each Subcontractor must verify measurements at the Site and will be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the Agreement Documents, including the Drawings.

4.4.9 Ground Level Construction Photography.

4.4.9.1 The Contractor must furnish progress photographs of the project. The photographer selected by the Contractor must be approved by the City and must be either a commercial photographer or an individual experienced and equipped for such photography.

4.4.9.2 The Contractor must deliver to City all photographs taken during that period with each application for payment. If the current photographs do not accompany the application, the application will not be reviewed and will be returned to the Contractor as incomplete.

4.4.9.3 Photographs must be identified by use of typewritten labels affixed to the back of the photograph. The label must provide a description of the view, the direction from which the photograph was taken, the name of the project, City's project number, the name of Contractor and the date of the photography. The stationing must also be included for all pipeline installations.

4.4.9.4 Photographs must be taken during the construction period and must be of aesthetic composition and depict the progress of the Work from the beginning of construction through and including the finished product. City may vary the specified frequency so that significant progress or changes can be recorded on the photographs.

4.4.10 Underground Facilities.

4.4.10.1 The existence and number of facilities as shown on the Plans are estimated from information furnished by the particular utility. Contractor is responsible for field verification and location of all utilities prior to the start of construction. No field work will be allowed to start until Contractor has contacted Arizona 811 and all affected utilities have been located. In addition, Contractor must expose and physically locate all potentially conflicting utilities prior to construction. The actual locations of the utilities must be compared to locations shown on the Plans and any required changes in alignment and grade must be made at the time of construction in consultation with Project Manager. It is generally recognized and Contractor should anticipate that information from Arizona 811 or information from utility companies during project design, frequently fails to disclose all underground facilities. The fact that more utility lines or other underground facilities are located in the Project Site than shown on the Project Plans does not constitute an "unforeseen Condition" and such undisclosed underground facilities do not differ materially from the conditions which Contractor should expect. The provisions of Sections 105.4, 105.6, 107.11 and 109.8.1 of the MAG Uniform Standard Specifications for Public Works Construction apply and are incorporated herein by this reference.

4.4.10.2 Contractor is responsible for all coordination with utility companies. The provisions of Sections 105.4, 105.6, 107.11 and 109.8.1 of the MAG Uniform Standard Specifications for Public Works Construction strictly apply and no additional compensation will be paid to Contractor for delays due to utility work on the project.

4.4.11 Relocation of Existing Water Meters. When a service line has been extended and a line

setter installed in a meter box, City forces will re-install meter. No compression fittings will be utilized.

4.4.12 Water Turn-On or Turn-Off.

4.4.12.1 Contractor must coordinate all water line turn-ons and turn-offs through the City. Application must be made to the Municipal Utility Division and Contractor must pay the established charges. The City will close existing valves, but will not guarantee a bone-dry Shutdown.

4.4.12.2 Contractor must notify all customers affected by the turn-off not less than 48 hours in advance. Notification must be in writing, must give the reason for the turn-off and must give the estimated time and duration that water service will be interrupted. Contractor is also notified that water turn-off will not be permitted on the Day before and after Thanksgiving Day and Christmas Day.

4.4.12.3 No direct payment will be made to Contractor for turn-ons or turn-offs. Costs associated therewith will be included in other items for which direct payment is made.

4.4.13 Tests and Inspections.

4.4.13.1 Contractor must give City timely (at a minimum, twenty-four hours) notice of readiness of the Work for all required inspections, tests or approvals. Contractor must give timely notice to City in advance of backfilling or otherwise covering any part of the Work so that city representative may, if desired, observe such part of the Work before it is concealed. Whenever Contractor varies the normal period during which Work or any portion of it is carried on each Day, Contractor must give timely notice to City so that city representative may, if desired, be present to observe the Work in progress. If Contractor fails to give such timely notice, any Work done in the absence of city representative will be subject to rejection. If Contractor gives such notice to City, but then is not ready for such inspections, tests, approvals or observations at the time so noticed, Contractor must reimburse City for all costs incurred by the attendance of city representatives.

4.4.13.2 If any law, ordinance, rule, regulation, code, or orders of any public body having jurisdiction requires any Work (or part thereof) to be inspected, tested or approved, Contractor (unless another party is specified in the Agreement Documents) must assume full responsibility therefor, pay all costs in connection therewith and furnish City the required certificates of inspection, testing, or approval. Contractor must also be responsible for and must pay all costs in connection with any inspection or testing required by the Specifications in connection with City's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Agreement Documents will be paid by City (unless otherwise specified).

4.4.13.3 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction must be performed by organizations acceptable to City and by the Design Professional if so specified.

4.4.13.4 Neither observations by City, the Design Professional nor inspections, tests or approvals by others will relieve Contractor from their obligations to perform the Work in accordance with the Agreement Documents.

4.4.14 Uncovering Work. If any Work that is to be observed, inspected, tested or approved is covered without written concurrence of City, it must, if requested by City be uncovered for observation. Unless Contractor has given City timely notice of Contractor's intention to cover such Work and City has not acted with reasonable promptness in response to such notice, Contractor must furnish all necessary labor, material and bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order will be issued.

4.4.15 In all cases of interconnection of its Work with existing or other Work, Contractor must verify at the Site all dimensions relating to such existing or other Work. Any errors due to Contractor's failure to so verify all such grades, elevations, locations or dimensions must be promptly rectified by Contractor without any increase in the Agreement Price. Any design errors or omissions noted by Contractor during this review must be reported promptly to City.

4.4.16 Contractor must establish and maintain all construction grades, lines, levels, and benchmarks, and will be responsible for accuracy and protection of same. This Work must be performed or supervised by a licensed civil engineer or surveyor in the State of Arizona.

4.4.17 Contractor must photograph all buried piping of greater than four (4) inches in diameter prior to backfill.

4.4.18 Contractor is responsible for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Agreement Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

4.4.19 Contractor must coordinate the activities of all Subcontractors. Contractor must coordinate performance of the Work with City's Public Works & Utilities Department and other departments or agencies within City. The Design Professional and other contractors or parties involved in the Project. If City performs other work on the Project or at the Site with separate contractors under City's control, Contractor agrees to cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

4.4.20 Contractor will not substitute or change any Subcontractor or Supplier without the prior written approval of City. Any substitute or replacement Subcontractor or Supplier must be required to meet the same qualifications and selection criteria and process as the original Subcontractor or Supplier. If a Subcontract/Supplier selection plan has been approved by City, Contractor will follow that plan unless otherwise approved by City in writing.

4.4.21 Contractor must not change or replace any members of its Project team, including Contractor's Representative, Project Manager, or Superintendent, without an explanation for the change being given to City, and receiving prior written approval of the change from City, which approval will not be unreasonably withheld.

4.4.22 Subcontractors whose scope of work has a value greater than 15% of the total Agreement Price are required to furnish performance and payment bonds to Contractor, unless

otherwise approved in writing by City.

4.4.23 Contractor must comply with MAG Specification § 108.2 (E) unless otherwise specified in Agreement Documents.

4.5 **CONTROL OF THE PROJECT SITE**

4.5.1 Throughout all phases of construction, including suspension of Work, Contractor must keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, Contractor must remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.

4.5.2 Contractor must take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures must be maintained at all times to the satisfaction of City and in accordance with the requirements of the Maricopa County Bureau of Air Pollution Control Rules and Regulations.

4.5.3 Contractor must maintain Americans with Disabilities Act (ADA) and American National Standards Institute (ANSI) accessibility requirements during construction activities, including without limitation compliance with the 2010 regulations governing implementation of the ADA to the extent applicable. ADA and ANSI accessibility requirements must include, but not be limited to, parking, building access, areas of refuge, and emergency exit paths of travel. Contractor i s responsible for the coordination of all Work to minimize disruption to residents and the public.

4.5.4 Only materials and equipment used directly in the Work will be brought to and stored on the Site by Contractor. When equipment is no longer required for Work, it must be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

4.5.5 Contractor agrees all persons working on the Site must act at all times in the best interest of the Project and will comply with all applicable rules and regulations reasonably set forth by City related to the Site. Notwithstanding the foregoing or anything in this Agreement to the contrary, City may remove from the Site any individual who City deems in their reasonable discretion to be creating a disturbance or causing any problem on the Site.

4.5.6 Contractor will be responsible to City for the acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under an Agreement with Contractor, or claiming by, through or under Contractor, for all damages, losses, costs and expenses resulting from such acts or omissions.

4.5.7 City may conduct criminal, drive history, and all other requested background checks of Contractor and Subcontractor personnel performing Work or who have access to City's information, data, or facilities in accordance with City's current background check policies, or the provisions of the Project Specific Conditions. Any officer, employee or agent that fails to background check must be replaced immediately.

4.5.8 City will have a final authority, based upon security reasons: (i) to determine when

security clearance of Contractor's and Subcontractor's personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting personnel; and (iii) to determine whether or not any individual or entity may provide Services or perform Work under the Agreement.

4.5.9 If City objects to any personnel for any reasonable cause, then Contractor must, upon notice from City, remove such individual from the Project.

4.6 **PROJECT SAFETY**

4.6.1 The Project and all Work performed in relation thereto is governed by applicable provisions of the federal laws, including but not limited to, the latest amendments of the following:

a. Williams-Steiger Occupational Safety & Health Act of 1970, Public Law, 91-596.

b. Part 1910 and Part 1926 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.

c. Part 1518 – Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

4.6.2 Contractor is responsible for safety of the job Site for employees of Contractor as well as for members of the general public and others who may drive or walk through or be at the Site.

4.6.3 Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to: (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work and stored On-Site or Off-Site; and (iii) all other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and (iv) the owners or tenants of adjacent property and their patrons, employees and invitees.

4.6.4 Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

4.6.5 Contractor must provide a "competent person' as required by O.S.H.A regulations. The "competent person" must be identified at the Pre-Construction Conference with City advised in writing of any changes.

4.6.6 The "competent person" must make routine daily inspections of the Site and must hold weekly safety meetings with Contractor's personnel, Subcontractors and others as applicable.

4.6.7 Contractor and Subcontractors must comply with all legal and regulatory requirements relating to safety, as well as any City specific safety requirements set forth in the Agreement Documents, provided that such City-specific requirements do not violate any applicable legal and regulatory requirements.

4.6.8 Contractor will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Project Manager and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

4.6.9 Contractor's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

4.6.10 As between City and Contractor, Contractor is responsible to City for any and all the safety issues relating to the Work on the Project. Contractor must administer and manage the safety program. This will include, but not necessarily be limited to review of the safety programs of each Subcontractor. Contractor must monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards. Contractor's responsibility for review, monitoring, and coordination of the Subcontractor's safety programs will not extend to direct control over execution of the Subcontractors' safety programs. Notwithstanding Contractor's safety obligations to City, it is agreed and understood that each individual Subcontractor will remain controlling employer responsible for the safety programs and precautions applicable to its own work and the activities of other's work in areas designated to be controlled by such Subcontractor for purposes of workers compensation insurance coverage.

4.6.11 Nothing in this agreement will relieve Contractor of his responsibility to maintain traffic, structures, etc., as noted on the Plans, Specifications, and Project Specific Conditions. Contractor is responsible to provide all necessary shoring, bracing and trench support as is necessary to maintain traffic structures, etc., as stipulated in the Plans, Specifications, and Special Provisions. If the stability of adjoining building, walls, roadways, etc., is endangered by Contractor's excavation, shoring, bracing, or under pinning must be provided as necessary to ensure project safety. Cost for shoring, bracing, underpinnings, and trench support will be included in the appropriate items listed in the Agreement Price, and no additional payment will be made for this work.

4.7 MATERIALS QUALITY, SUBSTITUTIONS, AND SHOP DRAWINGS

4.7.1 Quality Control and Quality Assurance Testing.

4.7.1.1 All construction materials to be used or incorporated in the Project are subject to inspection, Quality Control & Quality Assurance Testing, and approval or rejection by City. Any material rejected by City must be removed immediately and replaced in an acceptable manner to City at no additional cost to City. When QC/QA tests indicate noncompliance with the Agreement Documents, retesting must be performed by the same testing laboratory that performed the tests that indicated noncompliance.

4.7.1.2 The Contractor must establish, provide, and maintain an effective Quality Control Testing Program (QCTP). The Contractor must develop his own program or procure the services of a consultant. In either case, the party performing the tests must be currently certified by the National Bureau of Standards in the National Voluntary Laboratory Accreditation Program (NVLAP) for construction services or the AASHTO Accreditation Plan (AAP) for Soils, Asphalt and Concrete. The Contractor must provide all support necessary to perform QC and QA testing and sampling (i.e. shoring for testing trench backfill, backhoes, motor graders, loaders, etc. to facilitate testing and sampling). The City will perform the QA testing.

4.7.1.3 The Contractor must submit a written QCTP to the City as a required submittal. The Contractor must not begin Work until the Quality Control Program has been reviewed and

accepted by the City. Resumes of all personnel that will be associated directly or indirectly with the QCTP must be included.

4.7.1.4 The QCTP must include, but not be limited to, on-site/field and laboratory testing of all material delivered to the Site and any existing materials or conditions pertinent to the project.

4.7.1.5 All testing must be under the direction of a Professional Engineer registered in the State of Arizona, knowledgeable in Materials Testing. All "Test Report" forms must be stamped by said Engineer.

4.7.1.6 The written QCTP will set forth the responsibilities of the engineer, project manager, supervisory personnel and each technician assigned to this project. Substitutions or replacement of personnel must require prior written approval by the City. All personnel must be proficient within their assigned duties and possess certification(s) commensurate with their position and responsibilities. The minimum certification(s) for each technician must be NICET Level II, Arizona Technical Testing Institute, American Concrete Institute, or other nationally recognized program applicable to the project and approved by the City of Chandler. The written QCTP must include a description of the required field and construction materials laboratory tests, including required frequencies that meet the minimums established herein.

4.7.1.7 The Contractor must establish a system to record and report all material test results. The daily test reports must include, but not be limited to:

a. Test designation;
b. Date of test;
c. Name of tester;
d. Location of test/sample (station and offset);
e. Product suppliers and product codes (as applicable);
f. Depth/elevation of test/sample;
g. Test result;
h. Control requirement(s);
i. Cause of rejection (if applicable);
j. Results of retests (if applicable); and
k. Remedial action (if applicable).

4.7.1.8 The Contractor must submit test results to the designated City representative.

4.7.1.9 The Contractor must also submit a weekly report to the City summarizing the testing and construction activities completed by emailing the report to the email addresses noted above. All weekly reports must be submitted simultaneously to the Contractor and the City of Chandler. The report must include individual summary sheets for each utility line, structure, and portion of the pavement section. Cores must be numbered sequentially throughout the Project. Re-cores must reference the original core by number and must contain the averaged values for thickness and density. Total pavement thickness must be reported**.** Vertical location of tests for underground utilities must indicate the depth of the

excavation at the location of the test (i.e., cut to flow line [if applicable], depth to bottom or top of pipe, etc.). Density tests must be numbered sequentially. If the minimum number of tests has not been performed per the written QCTP, this must be stated in the weekly summary report with an explanation of the circumstances.

4.7.1.10 The City will maintain a copy of the Project test results and weekly reports in the Project file. In cases where quality control activities do not comply with the Agreement provisions, the City may:

a. Order the Contractor to replace ineffective or unqualified quality control personnel.

b. Order the Contractor to stop operations until appropriate corrective action is taken.

4.7.1.11 Although minimum testing requirements are specified herein, the Contractor bears full responsibility for the quality of the materials and their installation and may elect to perform additional testing beyond the requirements set forth herein to ensure compliance.

4.7.1.12 The Quality Control requirements contained in this Section are in addition to and separate from Quality Assurance Testing, which will be performed by the City of Chandler or its representative. If the Quality Assurance test results are not in agreement with the Quality Control test results, the Contractor will have the option to retain a third party consultant for referee tests. The third party consultant must meet the same requirements as the consultant performing the Quality Control Testing. The results of the third party will be binding. All cost incurred by the referee testing will be the Contractor's expense. If the Contractor elects not to retain a third party for referee testing, the City of Chandler test results will prevail.

4.7.1.13 Except as otherwise noted within this Section, Work or materials required by this Section are non- pay items. Per MAG Section 101, a non-pay item is an item of Work for which no separate payment will be made, the cost of which is to be included as an incidental cost for associated item(s) included on the Bid Schedule or Schedule of Values.

4.7.2 Trade Names and Substitutions.

4.7.2.1 Substitutions prior to bid will only be considered if in compliance with Arizona Revised Statute § 34-104.

4.7.2.2 Contractor, if requested by City, must submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

4.7.2.3 City will make the final decision and will notify Contractor in writing as to whether the substitution has been accepted or rejected.

4.7.2.4 If City does not respond within 15 working days, Contractor must continue to perform the Work in accordance with the Agreement Documents and the substitution will be considered rejected.

4.7.3 Shop Drawings.

4.7.3.1 Contractor must prepare and submit Shop Drawings which show details of all Work to insure proper installation of the Work using those materials and equipment specified under the approved Plans and Specifications.

4.7.3.2 Contractor must submit a schedule of Shop Drawing submissions, which avoids bulk submissions to the extent reasonably possible, with the Project Schedule for City approval. The schedule of Shop Drawing submissions must include all of the items for which Shop Drawings are required by the Agreement Documents, including the Specifications. Unless otherwise noted, Shop Drawings will not be required for items specified or detailed in the Uniform Standard Specifications and Details or the Technical Specifications.

4.7.3.3 Shop Drawings must be numbered consecutively for each Specification section and must accurately and distinctly present the following:

a. All working and erection dimensions.

b. Arrangements and sectional views.

c. Necessary details, including complete information for making connections between work under this Agreement and work under other Agreements.

d. Kinds of materials and finishes.

e. Parts list and description thereof.

4.7.3.4 Each Drawing or page must include:

a. Project Name, City of Chandler Project Number and descriptions.

b. Submittal date and space for revision dates.

c. Identification of equipment, product or material.

d. Name of Contractor and Subcontractor.

e. Name of Supplier and Manufacturer.

f. Relation to adjacent structure of material.

g. Physical dimensions clearly identified.

h. ASTM and Federal Specifications references.

i. Identification of and justification for deviations from the Agreement Documents.

j. Contractor's stamp, initialed or signed, dated and certifying the review of submittal, certification of field measurements and compliance with Agreement.

k. Location at which the equipment or materials are to be installed.

4.7.3.5 Location will mean both physical location and location relative to other connected or attached material. City will return unchecked any submittal, which does not contain complete data on the Work and full information on related matters.

4.7.3.6 Stock or standard drawings will not be accepted for review unless full identification and supplementary information is shown thereon in ink or typewritten form.

4.7.3.7 Contractor must schedule, prepare and submit all Shop Drawings in accordance with a time-table that will allow its suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the project Site in a timely manner so as to not delay the complete performance of the Work.

4.7.3.8 If the Shop Drawings show departures from the Agreement requirements, Contractor must make specific mention thereof in the Letter of Transmittal; otherwise review of such submittals by City will not constitute review of the departure. Review of the Drawings will constitute review of the specific subject matter for which the Drawings were submitted and not of any other structure, material, equipment, or apparatus shown on the Drawings.

4.7.3.9 The review of Shop Drawings will be general and will not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Agreement. No construction called for by Shop Drawings will be initiated until such Drawings have been reviewed and approved by City.

4.7.3.10 The procedure in seeking review of the Shop Drawings will be as follows:

a. Contractor must submit complete sets of Shop Drawings and other descriptive data as specified in this Section.

b. After Contractor's submittal or resubmittal of Shop Drawings, if Contractor has submitted Shop Drawings in accordance with the City-approved submittal schedule, or upon resubmission, City will be provided with three (3) calendar weeks for review. Should City require additional review time above and beyond the three (3) calendar weeks, Contractor may ask for a time extension or monetary compensation, if they can present valid, factual evidence that actual damages were incurred by Contractor. City will determine the amount of the time extension or the monetary compensation to be awarded Contractor, if any, in accordance with City's Policy Statement for Calculating Delays and Damages, Appendix 1.

4.7.3.11 Contractor will be responsible for all extra costs incurred by City caused by Contractor's failure to comply with the procedure outline above.

4.7.4 Long Lead Time Items. Contractor must submit Shop Drawings, as required by the Engineer, on all long lead items to be furnished and installed as part of the project within 10 Days after the date of the executed Agreement letter issued by City. In addition, Contractor must order all long lead items to be furnished and installed as part of this Project within 3 Days after receiving approved Shop Drawings. For all long lead times for which Shop Drawings are not required, Contractor must order said long lead items within 15 Days after the date of the executed Agreement letter issued by City. Within 2 Days after ordering long lead items, Contractor must supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

4.7.5 Construction Water. If Contractor uses water from City's water system for construction water, Contractor must obtain a fire hydrant meter from City of Chandler Utility Services (480-782-2280) and all construction water must be obtained through the hydrant meter. Contractor must pay all fees related to the hydrant meter and all water bills for construction water. All cost for meters and construction water will be included in the Agreement Price.

4.8 PROJECT RECORD DOCUMENTS

4.8.1 During the construction period, Contractor must maintain at the jobsite a full-size set of prints of the Construction Document Drawings and Shop Drawings for Project Record Document purposes.

4.8.2 Contractor must mark these Drawings to indicate the actual installation where the installation varies from the original Construction Documents. Contractor must give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

a. Dimensional changes to the Drawings.

b. Revisions to details shown on Drawings.

c. Locations and depths of underground utilities.

d. Revisions to routing of piping and conduits.

e. Actual equipment locations.

f. Changes made by Change Order or Addendum.

g. Details not on original Agreement Drawings.

4.8.3 Contractor must mark completely and accurately Project Record Drawing sets of Construction Documents.

4.8.4 Contractor must mark Project Record Drawings sets with red erasable colored pencil.

4.8.5 Contractor must note Request for Information (RFI) Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

4.8.6 Contractor must submit Project Record Drawing sets and Shop Drawings to City or its representative for review and comment.

4.8.7 Upon receipt of the reviewed Project Record Drawings from City, Contractor must correct any deficiencies and omissions to the Drawings and submit the final original of the Project Record Drawings to City prior to Final Payment.

4.8.8 Project Manager will review the Project Record Drawings monthly prior to the date established for the Payment Request and will be the sole judge of acceptance of these Drawings.

4.9 WARRANTY AND CORRECTION OF DEFECTIVE WORK

4.9.1 Contractor warrants to City that the construction, including all materials and equipment furnished as part of the Work, will be new unless otherwise specified in the Agreement Documents, of good quality, and free of defects in materials and workmanship. Contractor's warranty obligation excludes defects caused by abuse, alterations, or unreasonable failure to maintain the construction by persons other than Contractor, subcontractors, or others under Contractor's control. Nothing in this warranty will limit any manufacturer's warranty which provides City with greater warranty rights than set forth herein or in the Agreement. Contractor will provide City with all manufacturers' warranties and operation and maintenance manuals upon substantial completion of the Work. Contractor's warranty must be for one (1) year, in accordance with MAG Specification § 108.8, and will commence for all portions of the Work upon Final Acceptance of the entire Work as determined by City under the Agreement. All statutory or other warranties, express or implied, related to latent defects will remain in force and are not limited by this provision.

4.9.2 City May Stop the Work. If the Work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, City may order Contractor to stop the

Work without cost to City, or any portion thereof, until the cause for such order has been eliminated; however, this right of City to stop the Work will not give rise to any duty on the part of City to exercise this right for the benefit of Contractor or any other party.

4.9.3 Correction or Removal of Defective Work.

4.9.3.1 If required by City, Contractor must promptly, without cost to City and as specified by City, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City, remove it from the Site and replace it with non-defective Work. Contractor must correct any Work which may be displaced in correcting, removing or replacing defective Work. No compensation will be allowed Contractor for such removal, replacement or remedial Work. Contractor must reimburse City for costs incurred by City due to such correction or removal including but not limited to additional expenses for inspection, testing or observation and for repeated reviews by the City or Design Professional.

4.9.3.2 Upon failure on the part of the Contractor to comply within a reasonably prompt time with any written order of City to correct or remove defective Work, City has authority to cause nonconforming materials or rejected Work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any moneys due or to become due the Contractor.

4.9.4 City May Correct Defective Work. If Contractor fails within a reasonable time after written notice of City to proceed to correct defective Work or to remove and replace rejected Work as required by City or if Contractor fails to perform the Work in accordance with the Agreement Documents (including any requirements of the progress schedule), City may, after 7 Days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, City may exclude Contractor from all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor, but which are stored elsewhere. Contractor must allow City, city representatives, agents and employees such access to the Site as may be necessary to enable City to exercise City’s rights under this Section. All direct and indirect costs of City in exercising such rights will be charged against Contractor in an amount verified by City representative, and a Change Order will be issued incorporating the necessary revisions in the Agreement Documents and a reduction in the Agreement Price. Such direct and indirect costs will include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of Work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor will not be allowed an extension of the Agreement Time because of any delay in Contractor’s performance of the Work attributable to the exercise by City or City's rights hereunder.

4.9.5 Correction or Removal of Unauthorized Work.

4.9.5.1 Any Work done beyond the lines and grades shown on the Drawings or established by the Design Professional or any changes in, additions to, or deductions from the Work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced at the Contractor's expense.

4.9.5.2 Upon failure on the part of the Contractor to comply promptly with any order of the City,

City will have authority to cause unauthorized Work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any moneys due or to become due the Contractor.

4.9.6 Correction Period - One Year Guarantee.

4.9.6.1 If, within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Agreement Documents, or by any specific provision of the Agreement Documents, any Work is found to be defective, Contractor must promptly, without cost to City and in accordance with City's written instructions, either correct such defective Work, or, if it has been rejected by City, remove it from the Site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, must be paid by Contractor. Such action by the City will not relieve the Contractor of the guarantees required by this Section or elsewhere in the Agreement Documents.

4.9.6.2 If, in the opinion of the City, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operation of the City, the City will attempt to give the notice required by this Section. If the Contractor cannot be contacted or does not comply with the City's request for correction within a reasonable time as determined by the City, the City may, notwithstanding the provisions of this Section, proceed to make such correction or provide such attention; and the costs of such correction or attention will be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees required by this Section or elsewhere in the Agreement Documents.

4.9.6.3 This Section does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period. The Contractor agrees to act as co-guarantor with such manufacturer or supplier and must furnish the City all appropriate guarantee or warranty certificates upon completion of the Project. No guarantee period, whether provided for in this Section or elsewhere, will in any way limit the liability of Contractor or their sureties or insurers under the indemnity or insurance provisions of these General Conditions and the Project Specific Special Conditions.

4.9.7 Acceptance of Defective Work.

4.9.7.1 If, instead of requiring correction or removal and replacement of defective Work, City may accept Work when in the best interest of the City to do so with appropriate monetary credit from Contractor. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Agreement Documents, including appropriate reduction in the Agreement Price; or, if the acceptance occurs after final payment, an appropriate amount must be paid by Contractor to City.

4.9.7.2 Alternatively, City may require Contractor to furnish at Contractor's expense, a special performance guarantee or other surety prior to acceptance of defective work.

4.9.8 The Warranty period begins on the Final Acceptance date noted in the Certificate of Completion, irrespective of early completion by some Subcontractors of their work.

4.9.9 Contractor's warranty obligation must be in accordance with MAG Specifications.

4.9.10 Nothing in the warranties contained in the Agreement Documents are intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section or the Agreement Documents. Contractor must provide City with all manufacturers' warranties prior to Substantial Completion, if applicable, or Final Acceptance.

4.9.11 Contractor agrees that it will be responsible to manage and administer the correction of any Work that is not in conformance with the Agreement Documents during the warranty periods set forth in this Section, or during any longer periods to the extent required by the Agreement Documents. A progress payment, or partial or entire use or occupancy of the Project by City, will not constitute acceptance of Work not in accordance with the Agreement Documents.

4.9.12 When notified of a warranty issue, Contractor must respond in writing within 48-hours and must perform warranty Work as soon as material for said repairs are available (as judged solely by City), and in any event Contractor must, take immediate steps to commence and complete correction of nonconforming Work no later than the time period set forth in City's written notification in accordance with the Agreement Documents. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If defects develop which are determined by City to be an emergency, City will notify Contractor, via the most expeditious means regarding the nature and condition of the defects. In turn, Contractor must immediately dispatch necessary forces to correct the defect or the emergency condition in accordance with Agreement Documents.

4.9.13 The time periods referenced in this Section apply only to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies that City may have regarding Contractor's other obligations under the Agreement Documents.

4.9.14 Without limiting the foregoing or anything in these General Conditions or the Agreement to the contrary, Contractor must obtain and provide to City all warranties for any portion of the Project offered by the manufacturer, installer or provider thereof. City and the user of the facility will have the right to the full value and benefit of all such warranties. Contractor must ensure all such warranties are fully transferrable to facilitate the full value of this Section.

4.9.15 Contractor's warranty excludes damages or defects caused by abuse, alterations to the Work not executed by or through Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

4.9.16 In the event of any noncompliance with this entire Section 4, City may require Contractor to stop or suspend the Work in whole or in part.

SECTION 5 - CITY RESPONSIBILITIES

5.1 CITY PROJECT MANAGER AND INSPECTORS

5.1.1 Project Manager is responsible for providing City-supplied information and approvals in a timely manner to assist Contractor to fulfill its obligations under the Agreement Documents.

5.1.2 Project Manager will also provide Contractor with prompt notice when it observes any failure on the part of Contractor to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the Drawings and Specifications.

5.1.3 City may utilize Field Inspectors to assist Project Manager during construction in observing performance of Contractor. City's use of Inspectors is for the purpose of assisting Project Manager.

5.1.4 The Inspectors are authorized to inspect all Work and materials furnished. Such inspections may extend to all or part of the Work and to preparation, fabrication or manufacture of the materials to be used. The Inspectors have the authority to issue instructions contrary to the Construction Documents if approved and coordinated with the directions of Project Manager.

5.1.5 The Inspectors have the authority to reject work or materials until any questions at issue can be decided by Project Manager.

5.1.6 The use of Inspectors by City will not make City responsible for or give City control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for Contractor's failure to perform the Work in accordance with Agreement Documents. The Inspectors are not authorized to direct any of Contractor's activities, employees or Subcontractors.

5.2 **DESIGN PROFESSIONAL SERVICES**

City may contract separately with one or more Design Professionals to provide construction administration of the Project. The Design Professional's Agreement, as well as other firms hired by City may be furnished to Contractor. Contractor does not have the right to limit or restrict or reject any Agreement modifications that are mutually acceptable to City and Design Professional.

5.3 **CITY'S SEPARATE CONTRACTORS**

City is responsible for all work performed on the Project or at the Site by separate contractors retained by City. City will contractually require its separate contractors to reasonably cooperate with, and reasonably coordinate their activities so as not to interfere with Contractor in order to enable Contractor to timely complete the Work consistent with the Agreement Documents. Contractor must immediately notify the Project manager, and address the matter in the next monthly status report, if any activities of such separate contractors are expected to interfere, or are interfering, with Contractor and such interference will or could result in any delay in Contractor's performance of the Work.

5.4 **PERMIT REVIEW AND INSPECTIONS**

5.4.1 If requested by Contractor, Project Manager will provide assistance and guidance in obtaining necessary reviews, permits and inspections.

5.4.2 The regulating agencies of City, such as Development and Sustainability, Fire and Planning Departments, enforce legal requirements. The enforcement activities of City are independent and separate from this Agreement.

5.5 **PLANS AND SPECIFICATIONS TO THE CONTRACTOR**.

Contractor will be provided up to five copies of the Agreement Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished,

upon request, at the cost of reproduction.

SECTION 6 - AGREEMENT TIME

6.1 AGREEMENT TIME

6.1.1 The Agreement Time will start with the Notice to Proceed ("NTP") and end with Final Acceptance.

6.1.2 Beginning on the date of the NTP, Contractor must begin to fulfill Contractor's obligations under the Agreement. Contractor's obligations include providing City and other agencies with any submittals required by the Project Specific Special Provisions, including but not limited to, an approved Project Schedule, Traffic Control Plans, and a Stormwater Pollution Prevention Plan. Contractor must submit all such required submittals before any physical construction work commences on the Site. NTP does not authorize construction work until all agreement insurance, bonds, and schedules are submitted to and accepted by the City.

6.1.3 The Agreement Time will be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Acceptance within the Agreement Time.

6.1.4 Time is of the essence of this Agreement, for the Project, for the Work, and for each phase and designated Milestone thereof.

6.1.5 Failure of Contractor to perform any covenant or condition contained in the Agreement Documents within the time periods specified herein, will constitute a material breach of this Agreement entitling City to terminate the Agreement unless Contractor applies for and receives an extension of time, in accordance with the procedures set forth in the Agreement Documents.

6.1.6 Failure of City to insist upon the performance of any covenant or condition within the time periods specified herein, will not constitute a waiver of Contractor's duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.

6.1.7 City's agreement to waive a specific time provision or to extend the time for performance will not constitute a waiver of any other time provisions contained in the Agreement Documents. Failure of Contractor to complete performance promptly within the additional time authorized in the waiver or extension of time agreement constitutes a material breach of this Agreement entitling City to all the remedies set forth herein or provided by law.

6.2 PROJECT SCHEDULE

6.2.1 The Project Schedule must be in Microsoft Project standard file format, must be updated and maintained throughout the Agreement Time, and must contain the following:

6.2.1.1 Detailed representation of all activities for the project, both on-site construction and major procurement. All significant activities together with the resource loading requirements for each and all items appearing on the schedule of values or bid schedule for progress payments must be shown on the Project Schedule or in attached transmittal letter as described in Section 6.2.8.

6.2.1.2 Dependencies between activities must be indicated so that it may establish as to the effect the progress of any one activity would have on other activities and on the Schedule.

6.2.1.3 Activities for submission, review, and approval of all required submittals.

6.2.1.4 An amount of time will be established prior to the final completion date for "punch list and cleanup". No other activities will be scheduled during this period. Punch list and cleanup must be shown on the Project Schedule and must be entirely completed prior to the expiration of the Agreement Time.

6.2.2 Within 10 Days of receipt of City's comments, Contractor must make all required corrections, adjustments, and additions to complete the Project Schedule and resubmit to City for review. City's review of and response to the Project Schedule is for the purpose of: (1) City planning and staffing for the Project as may be required from time to time; (2) ensuring Contractor's general conformance with the scheduling requirements of the Agreement Documents and completion of the Project within the Agreement Time; and (3) monitoring and evaluating the construction status for purposes of approving monthly progress payments. Acceptance of a submitted schedule by City should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by Contractor. The responsibility for completing the Work on the Project within the Agreement Time remains the obligation of Contractor. City's review does not relieve Contractor from compliance with the requirements of the Agreement Documents or be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the work.

6.2.3 The Project Schedule must show milestones, including milestones for City-furnished information, and must include activities for City-furnished material and construction by other contractors when those activities are interrelated with Contractor activities.

6.2.4 The Project Schedule must be revised as required by conditions and progress of the Work, but such revisions do not relieve Contractor of its obligations to complete the Work within the Agreement Time, as adjusted in accordance with the Agreement Documents. No modification to the Agreement Documents or the Agreement Time will be effective unless approved in advance by City.

6.2.5 For all items of materials and equipment that are critical or may require long lead times to acquire, the Project Schedule must show dates for submission, review and approval of submittals, ordering, and delivery.

6.2.6 An updated Project Schedule must be submitted monthly to City as part of the Payment Request. The monthly submittal must include one full size plot of the entire schedule and one electronic copy containing the schedule in Microsoft Project standard file format. In addition, Contractor must, upon request by City, provide a copy of all submitted schedule data in electronic format which must be clearly labeled with the Project description, scheduling program name and version number, and schedule print/data date.

6.2.7 Contractor must provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Agreement Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work in the Agreement Time.

6.2.8 With each Project Schedule submittal, Contractor must include a transmittal letter including the following:

a. Description of problem tasks, referenced to field instructions or requests for information (RFI's), as appropriate.

b. Current and anticipated delays including:

(i) Cause of the delay.

(ii) Corrective action and schedule adjustments to correct the delay.

(iii) Known or potential impacts and their delay on other activities, milestones, and their impact on the Substantial Completion and Final Acceptance dates.

(iv) Changes in construction sequence.

c. Pending items and status thereof including but not limited to:

(i) Time Extension requests;

(ii) Substantial Completion date status;

(iii) Final Acceptance date status.

d. If ahead of schedule, the number of calendar Days ahead.

e. If behind schedule, the number of calendar Days behind.

f. Other Project or scheduling concerns.

6.2.9 Critical Path Method (CPM).

6.2.9.1 Unless otherwise specified in the Agreement, the Project Schedule must include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.

6.2.9.2 The CPM diagram schedule must be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram must be presented in a time scaled graphical format for the Project as a whole.

6.2.9.3 The CPM diagram schedule must indicate all relationships between activities.

6.2.9.4 The activities making the Project Schedule must contain sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluation the progress of the Work. Individual activities must not exceed 30 Days in length, in most cases.

6.2.9.5 The CPM diagram schedule must be based upon activities, which coincide with the Schedule of Values.

6.2.9.6 The CPM diagram schedule must show all submittals associated with each work activity and the review time for each submittal.

6.2.10 Float Time.

6.2.10.1 The total Float Time within the overall schedule is for the exclusive use of City, but City may approve Contractor's use of Float as needed to meet Agreement Milestones and

the Project completion date.

6.2.10.2 Contractor will not be allowed to sequence, hide, or reallocate Float Time through such strategies, as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, tec. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Agreement Time.

6.2.11 City-Caused Delays. City-caused delays on the Project, if any, may be offset by City-caused time savings (i.e., Critical Path submittals returned in less time than allowed by the Agreement, approval of substitution requests and credit changes which result in savings of time to Contractor, etc.) In such an event, Contractor will not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded and the Agreement Time is also exceeded.

6.2.12 Rain-Related Delays. Contractor is required, in preparing the Project Schedule to take into account all relevant weather conditions, including normal rainfall and distribution. No additional compensation will be given for any rain-related delays or impacts on the Work or the Project Schedule. No time extension will be granted in the Project Schedule unless the rainfall during the construction of Work is unusually severe, was not reasonably anticipated, and the total rainfall was significantly in excess of the normal rainfall for the Project Site location. Normal rainfall for the Project will be determined from the 10-year average rainfall for the Site as measured by the National Oceanic and Atmospheric Administration or comparable source of reliable information for rainfall in Chandler, Arizona. In addition, the excessive rainfall must have actually impacted Work activities on the Critical Path and caused delay beyond any remaining Float at the time of the rain- caused delay. The burden of documenting normal rainfall, the excessive rainfall and the impact on Critical Path activities is on Contractor. All other provisions in the Agreement Documents relating to claims, including without limitation notice requirements, apply to any claim by Contractor for a rain delay.

6.2.13 City's "Policy Statement for Calculating Delays and Damages," Appendix 1 to these General Conditions, will apply to all claims of delay and delay damages.

6.2.14 Force Majeure. If Contractor is delayed or prevented from the performance of any Work required under this Agreement by reason of acts of God or other causes beyond the control and without fault of Contractor (financial inability excepted), performance of that Work will be excused, but only for the period of the delay. The time for performance of the Work will be extended for a period equivalent to the period of delay. In addition, the parties agree if Contractor's delayed or suspended performance directly arises out of or directly results from the COVID-19 pandemic, Contractor's delayed or suspended performance may be excused as set forth in this clause. Provided, however; Contractor must give the City written notice within 30 days of the occurrence of the event giving rise to COVID-19 pandemic related delayed or suspended performance. For COVID-19 pandemic related delay or suspended performance, the parties must agree in writing to the length of the excused delay or suspended performance. Further, Contractor must obtain the City's written approval to use any allowance established as part of the project for delays and costs related to the COVID-19 pandemic.

6.3 SUBSTANTIAL COMPLETION

6.3.1 When Contractor considers that the Work, phase or a portion thereof, which City agrees in

writing to accept separately, is substantially complete, City will prepare and submit to Contractor a comprehensive Punch List of items to be completed or corrected prior to Final Acceptance and Final Payment. Failure to include an item on such Punch List does not alter the responsibility of Contractor to complete all Work in accordance with the Agreement Documents.

6.3.2 Upon receipt of Contractor's Punch List, Project Manager will make an inspection to determine whether the Work or designated portion thereof is substantially complete. Project Manager may, at Project Manager's sole option, be assisted in such inspection by the Design Professional for the Project. If the inspection by the Project Manager discloses any item, whether or not included on Contractor's Punch List, which is not sufficiently completed in accordance with the Agreement Documents so that City can occupy or utilize the Work, phase or designated portion thereof for its intended use, Contractor must, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by Project Manager. In such case, Contractor must then submit a request for another inspection by Project Manager to determine Substantial Completion.

6.3.3 Certificate of Substantial Completion.

6.3.3.1 The Project Manager will not issue a Certificate of Substantial Completion unless and until the Work (or separable units or Phases as provided in the Agreement Documents) is essentially and satisfactorily complete in accordance with the Agreement Documents, such that the Project is ready for use by City for its intended purpose, opening to the general public, full occupancy or use by City (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and all areas serving the general public, as applicable, must be ready for full-operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition, inspected and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air condition, vertical transportation and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and other Work as applicable, has been performed to a similar state of essential and satisfactory completion. A minor amount of Work, as determined by and at the discretion of the Project Manager, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, minor adjustment of controls or sound systems, or completion or correction of minor exterior work that cannot be completed as a result of weather conditions, will not delay determination of Substantial Completion. If prior written approval is obtained from City for purposes of Substantial Completion, specified areas of the entire Work or Project may be individually certified as Substantially Complete. In no event will Substantial Completion be deemed to have occurred unless and until: (i) a temporary certificate of occupancy has been issued by the appropriate Governmental Authorities (as applicable) and (ii) all terms and Work required under this Agreement have been fulfilled by Contractor and same will have also been approved and accepted by City, subject only to the Punch List items.

6.3.3.2 If requested by City, Contractor must complete and turn-over to City the Project on a phased basis. Each phase will have a separate inspection by the Project Manager, a Punch List generated, and then an inspection by City with final approval and acceptance only after the

Project Manager's Punch List.

6.4 **PARTIAL UTILIZATION**

6.4.1 City at City's option may use and occupy any substantially completed parts of the Work which has specifically been identified in the Agreement Documents, or which City, the Design Professional and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by City for its intended purpose, without significant interference with Contractor's performance of the remainder of the Work, provided, however, if the portion of the Work to be used or occupied has not been found to be substantially complete, City must do so in accordance with Section 6.3 prior to such occupancy.

6.4.2 In lieu of the issuance of a Certificate of Substantial Completion as to part of the Work, City may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, City and Contractor agree in writing as to the division of responsibilities between City and Contractor for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

6.4.3 Substantial Completion of or City's beneficial occupancy of a part of the Project will not alter the fact that the one-year warranty for the whole Project starts at the date of Final Completion of the whole Project.

6.5 **FINAL ACCEPTANCE**

6.5.1 Unless otherwise expressly agreed to in writing by City, Final Acceptance must be obtained by no later than 30 Days (60 Days for federally funded agreements) after the date of Substantial Completion. Failure to timely obtain Final Acceptance will be a material breach of the Agreement.

6.5.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, City and Contractor will jointly inspect to verify that the remaining items of Work have been completed. There will be no partial acceptance. Final Acceptance will not occur until all items of Work, including Punch List Items, have been completed to City's satisfaction as reflected in the written Final Acceptance.

6.5.3 Final Payment will not be due, owing, or paid by City until Final Acceptance is issued.

6.5.4 Landscape Establishment Period. Unless otherwise expressly agreed to in writing by City, the Landscape Establishment Period will begin on the date of Final Acceptance of the Project and will run 90 Calendar Days thereafter. Landscape Establishment Period requirements are detailed in General Conditions Appendices, attached herein.

6.6 **CONTINUATION OF WORK**

6.6.1 Permitting Contractor to continue and finish the Work or any part of it after the time fixed for its completion (whether milestone, phase, Substantial Completion or Final Acceptance) or after the date to which the time fixed for any completion may have been extended, does not operate as a waiver by City of any rights under the Agreement Documents, law or equity.

6.6.2 Furthermore, the timely completion of the Work being of the utmost importance under this Agreement, notwithstanding the existence of one or more disputes between the parties

concerning the scope of the Work, the Project Schedule, Agreement Time, payments or any other matter, and further notwithstanding a party's invocation of the Dispute Resolution provisions specified in Appendix 6 of these General Conditions, unless City suspends the Agreement or Contractor's performance pursuant to Section 10 of these General Conditions, Contractor will continue to prosecute the Work, including any Change Order work or Extra Work Orders, in a diligent and timely manner and not stop, slow down or impede by action or inaction the progress of the Work, including commencing performance of and thereafter completing any additional work called out in any Change Order or Extra Work Order issued by Project Manager with the approval of City, so long as City makes payment to Contractor in accordance with Section 8 of these General Conditions.

SECTION 7 - AGREEMENT PRICE

7.1 UNIT PRICE AGREEMENTS

7.1.1 The Agreement Price for all Unit Price Agreements will be the amount set forth in the Agreement or Change Order multiplied by the verified quantity provided.

7.1.2 Measurements of quantities to determine the total Agreement Price must be in accordance with MAG Specification §§ 109.1 and 109.2.

7.1.3 The Unit Price may only be changed as set forth in Section 9 below.

7.2 CHANGE ORDERS

7.2.1 Unit Price Change Orders. The Change Order Price for all Unit Price Change Orders will be the amount set forth in the Change Order multiplied by the verified quantity provided.

7.2.2 Measurements of quantities to determine the total Change Order Price must be in accordance with MAG Specifications §§ 109.1 and 109.2.

7.2.3 The Unit Price may only be changed as set forth in Section 9 below.

7.2.4 MAG Specification § 109.4.1 is modified as follows: Before § 109.4.1, the following is added: Any deduction or increase in the Agreement Price must be supported by a signed, written Change Order fully executed by City, and supported by such backup as the Project Manager may require.

7.3 SALES TAX

Contractor is required to pay all applicable sales tax in accordance with the law of the state of Arizona and this cost must be included in all Agreement Prices. When equipment, materials or supplies generally taxable to Contractor are eligible for a tax exemption due to the nature of the Project, Contractor must assist City in applying for and obtaining such tax credits and exemptions which will be paid or credited to City.

SECTION 8 - PAYMENT

8.1 PAYMENT FOR CONSTRUCTION SERVICES

8.1.1 Payment for the Work will be made in accordance with MAG Standard Specification § 109 as amended below.

8.1.2 Contractor must submit to City for review a completed Contractor Payment Request signed

by Contractor, covering the Work completed as of the date of the Request and accompanied by such supporting documentation as is required by the Agreement Documents and also as City may reasonably require. A Contractor Payment Request will not be considered complete unless it is accompanied by an updated Project Schedule and a certification that the on-site, red lined, as built Drawings are up to date. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably, securely stored at the Site or at another location (such as a bonded warehouse) agreed to in writing, the Contractor Payment Request must also be accompanied by such data, satisfactory to City, as will establish City's title to the material and equipment and protect City's interest therein, including applicable insurance. Each subsequent Contractor Payment Request must include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied to discharge in full all of Contractor's obligations reflected in prior Contractor Payment Requests.

8.1.3 Except for Work performed under a JOC Agreement, the Contracting Agency will retain 10 percent of all estimates as a guarantee for complete performance of the Agreement in accordance with Arizona Revised Statutes Section 34-221 or 34-607. The Contractor may elect to deposit securities in lieu of retention in accordance with Arizona Revised Statutes Section 34-221, Paragraph C.5. or 34-607, Paragraph B.5.

8.1.4 The payment process functions as follows: Prior to the payment cycle date, Contractor must send a draft Contractor Payment Request to Project Manager. The Project Team will review the Request and agree upon any necessary adjustments. Contractor must certify the final Request by signing and returning to Project Manager.

8.1.5 When construction of the Project is fifty percent (50%) completed, Contractor may request payment of one-half of the retention pursuant to A.R.S. § 34-609(B)(3), subject to all of City’s rights to withhold or offset payments, and other rights of City, under the Agreement.

8.1.6 City reserves the right under A.R.S. § 34-609(B)(3) to reinstate the ten percent (10%) retention if City determines that satisfactory progress is not being made.

8.1.7 Contractor’s Warranty of Title.

8.1.7.1 Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Contractor Payment Request, whether incorporated in the Project or not, will pass to City at the time of payment, free and clear of all liens, claims, security interests, and encumbrances, provided that this will not preclude the Contractor from installing metering devices or other equipment of utility companies or municipalities, the title of which is commonly retained by the utility company or municipality.

8.1.7.2 No materials, supplies, or equipment for the Work under this Agreement will be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein, or any part thereof, is retained by the seller or supplier.

8.1.7.3 Nothing contained in this Section will defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this Section must be inserted in all subcontracts and material agreements, and notices of its provision must be given to all persons furnishing materials for the Work when no formal agreement is entered into for such materials.

8.2 **PAYMENT UPON SUBSTANTIAL COMPLETION**

8.2.1 No payment will be made upon Substantial Completion, except for a regularly-scheduled monthly progress payment, as allowed by Section 8.2.2.

8.2.2 No further payments will be made to Contractor until Final Acceptance.

8.3 **FINAL PAYMENT**

8.3.1 Subject to all of City's rights to withhold or offset payment, and other rights under the Agreement, Final Payment including remaining retainage will be paid only after:

a. Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by City;

b. Necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, acceptable sewer video results (if applicable), and complete "as-built" Drawings (including the Building Information Model, if required by the Agreement Documents) have been delivered to City, as specified in this Section 8.3;

c. Full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to Contractor;

d. All conditions and requirements imposed by City or any financing entity for the corresponding disbursement have been met; and

e. Contractor delivers to City a Contractor Payment Request requesting Final Payment.

8.3.2 Contractor must also submit a signed copy of Contractor's Affidavit Regarding Settlement of Claims, Appendix 3 to these General Conditions, and Certificate of Completion, Appendix 7 to these General Conditions, prior to Final Payment.

8.3.3 In addition, if required under the Project Specific Special Provisions, Contractor must compile a complete equipment list and maintenance manual to be submitted to City as a precondition to Final Payment. The list must include the following items for all equipment supplied under the Plumbing, Electrical, Air Conditioning, Elevator, and other Special Equipment Specifications:

a. Name, Model and Manufacturer.

b. Complete parts lists and Drawings.

c. Local source of supply for replacement parts along with suppliers' telephone numbers.

d. Local service organizations serving the equipment and their telephone numbers.

e. All tags, inspection slips, instruction packages, etc., removed from equipment must be properly identified as to pieces of equipment from which they were taken.

8.3.4 Contractor must also deliver to City, prior to Final Payment, one (1) digital (in the format specified by City), and if requested by City, one (1) hard copy, of any applicable Maintenance manuals. Each manual must include all manufacturer's operation and maintenance instructions and "as-built" Drawings with the list herein specified. It must also include all other diagrams and instructions necessary to properly operate and maintain the equipment, the name, address and telephone number of Contractor and all Subcontractors involved.

8.4 **CITY'S RIGHT TO WITHHOLD PAYMENT**

City may withhold payment to such extent as may be necessary in City's opinion to protect City from loss for which Contractor is responsible, including, without limitation, if any of the following conditions exist:

a. Defective Work not remedied;

b. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to City is provided by Contractor;

c. Failure of Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

d. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Agreement Price;

e. Damage to City or another Contractor;

f. Reasonable evidence that the Work will not be completed within the Agreement Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

g. Failure to carry out the Work in accordance with the Agreement Documents; or

h. Contractor is in default of any of its other obligations under the Agreement Documents.

8.5 **JOINT/DIRECT CHECKS**

To promote the timely completion and progress of the Work or when appropriate and necessary, payments to Contractor may be made jointly to Contractor and its employees, agents, Subcontractors and suppliers, or any of them. For federally funded agreements, see federal provisions for additional requirements for the joint check process.

8.6 **PAYMENT NOT A WAIVER**

No payment (nor use or occupancy of the Project by City) will be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of City.

8.7 **LIENS AND BOND CLAIMS**

Contractor must make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and must promptly furnish evidence of such payments as City may require. Contractor must pay when due all claims arising out of performance of the Work covered by this Agreement for which a lien may be filed either against the real estate or leasehold interest of City, or against payments due from City to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of City,

against payment due from City to Contractor, or against any payment or performance bond, must be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Agreement, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within 10 Days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, Contractor agrees to defend, indemnify, and hold harmless City from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed.

8.8 **FINANCIAL RECORDKEEPING AND CITY'S AUDIT RIGHT**

8.8.1 Records for all Agreements between City and Contractor must, upon reasonable notice, be open to inspection and subject to audit, scanning, and reproduction during normal business working hours. Such audits may be performed by any City's representative or any outside representative engaged by City for the purpose of examining such records. City or its designee may conduct such audits or inspections throughout the term of this Agreement and for a period of five years after Final Payment or longer if required by law. City's representatives may (without limitation) conduct verifications such as counting employees at the Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Contractor employees, field and agency labor, Subcontractors, and vendors.

8.8.2 Contractor's "records" must include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Document. Such records must include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; Change Order files (including documentation covering negotiated settlements); back-charge logs and supporting documentation; invoices and related payment documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to City or the Project in connection with Contractor's dealings with City or the Project (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of any or all of the following:

a. Compliance with Agreement requirements for deliverables;

b. Compliance with approved Plans and Specifications;

c. Compliance with § 14.9 below;

d. Compliance with Agreement provisions regarding the pricing of Change Orders;

e. Accuracy of Contractor representations regarding the pricing of invoices; or

f. Accuracy of Contractor representations related to claims submitted by

Contractor or any of their employees.

8.8.3 Contractor must require all payees (examples of payees include Subcontractors, Suppliers, Insurance Carriers, etc.) to comply with the provisions of this Section by including the requirements hereof in a written agreement between Contractor and payee. Contractor will ensure that all payees (including those entering into lump sum agreements) have the same right to audit provisions contained in this Agreement included in their agreements with Contractor.

8.8.4 City's authorized representative(s) (including, without limitation, Project Manager) must have reasonable access to Contractor's facilities, must be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement and must be provided adequate and appropriate work space, in order to conduct audits in compliance with this Section.

8.8.5 If an audit inspection or examination in accordance with this Section, discloses overpricing or overcharges to City (of any nature) by Contractor or Contractor's Subcontractors in excess of $100,000 in addition to making adjustments for the overcharges, the reasonable actual cost of City's audit must be reimbursed to City by Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of Contractor's invoices or records must be made within a reasonable amount of time (not to exceed 90 Days) from presentation of City's findings to Contractor.

8.8.6 In addition to the normal paperwork documentation Contractor typically furnishes to City, Contractor agrees to furnish, upon written request from City, any of the documentation necessary for City to exercise its audit rights under this Section 8.8 in computer readable file formats (Word, Excel, or .pdf), as City may designate.

8.8.7 City, its authorized representative, and the appropriate agency, reserve the right to audit Contractor's records in compliance with local, state or federal policies, statutes or at City's discretion, within three (3) years of Final Acceptance of the Work.

SECTION 9 - CHANGES TO THE AGREEMENT

9.1 **FIELD ORDERS**

City may authorize minor changes in the Work not involving an adjustment in the Agreement Price or the Agreement Times, which are consistent with the overall intent of the Agreement Documents. These may be accomplished by a written Field Order on the standard form approved and executed by City. Such Field Orders must be binding and Contractor must perform the change promptly. If Contractor believes that a Field Order justifies an increase in the Agreement Price or Agreement Time, Contractor may make a claim therefor as provided in Section 7.2.

9.2 **EXTRA WORK/CHANGES IN THE WORK**

9.2.1 City reserves the right to make such changes in the Plans and Specifications for the Work, as it may deem appropriate and any such change as set forth in a written Change Order must be deemed a part of this Agreement as if originally incorporated herein.

9.2.2 In the event City and Contractor cannot agree on the terms of a Change Order, or when circumstances otherwise require, the Project Manager has the authority to direct the Contractor to perform extra work, if the work in question is an item not provided for in the

Agreement as awarded. The Project Manager will have the authority to determine, based upon factual evidence presented by the Contractor, whether the work in question is an item not provided for in the Agreement as awarded. If the Project Manager directs the Contractor to perform extra work, the Project Manager's instructions will include a price that the Contractor cannot exceed in charging the City for the extra work. Upon receipt of the Project Manager's directions to perform extra work, the Contractor must promptly proceed with the extra work and document the actual cost thereof. Contractor's right to payment for extra work will be determined under Subsection 9.2.4 below. The Contractor is responsible to manage the extra work to ensure that the price limits set by the Project Manager are not exceeded. Contractor must perform the extra work and submit documentation for the actual cost of the extra work to the City. A Change Order will be issued to cover this work.

9.2.3 Contractor will not be entitled to payment for extra work unless a written Change Order, in form and content prescribed by City, has been executed by City. On all requests for Change Orders, Contractor must specify the increased or decreased costs and whether it believes any extensions of time will be necessary to complete its Work as modified by the Change Order. If extra work is performed under Subsection 9.2.2 above, a corresponding Change Order will be prepared, approved and processed by City before payment can be made to Contractor.

9.2.4 In general, pricing for Change Orders will include the same mark-up percentages that were in effect when the Agreement was awarded. The cost or credit to the City resulting from a change in the Work is subject to Appendix 1 (Policy Statement for Calculating Delays and Damages) and will be determined, based on the type of pricing for the Agreement involved, as follows:

a. By mutual acceptance of a lump sum properly itemized in a form acceptable to City;

b. By unit prices stated in the Agreement Documents;

c. When the City determines that a Unit Price Book Job Order associated with a Job Order Agreement requires a Change Order, by using the same Total Cost Data and CCI that are in effect when the Change Order is anticipated to be issued; or

d. By actual cost and a percentage fee covering overhead and profit, as follows:

(i) Contractor will perform the extra work and be compensated for actual cost of labor, materials and equipment.

(ii) Contractor will have the right to add the fee percentage applicable to the Work under the Agreement, or if no such fee has been agreed to by the parties, not more than five percent (5%) to the Subcontractor's prices for authorized extra work performed solely by Subcontractors. Such percentage will include all of Contractor's charges for overhead, profit, administration and supervision.

(iii) Contractor or Subcontractor will have the right to add the fee percentage applicable to Work under the Agreement for self-performed extra work, or if no such fee has been agreed to by the parties, Contractor's or Subcontractor's maximum total allowable additions for overhead, profit, administration and supervision will

not exceed ten percent (10%) of actual verifiable labor, materials and equipment for such self- performed extra work.

9.2.5 Any agreement which modifies the terms of the Agreement (including Change Orders) will be approved in writing by the Project Manager. Once properly executed by both parties, these modifications to the Agreement will have the same effect as if they had been included in the original Agreement.

9.3 **ACCURACY OF CHANGE ORDER PRICING INFORMATION**

9.3.1 Subject to Sections 9.3.2 through 9.3.4, signature by the contracting parties constitutes full accord and satisfaction between City and Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact or acceleration damages, which may be occasioned by a Change Order of other modification of the Agreement agreed to in writing.

9.3.2 Accurate Change Order Pricing Information: Contractor agrees that it is responsible for submitting accurate cost and pricing data to City to support its Fixed Price, Unit Price, or Cost Plus Change Order Proposals or other Agreement Price adjustments under the Agreement. Contractor further agrees to submit Change Order proposals with cost and pricing data which is accurate, complete, current, and in accordance with the terms of the Agreement with respect to pricing of change orders. Contractor agrees that any "buy-out savings" on Change Orders will accrue 100% to Owner. "Buy-out savings" are defined as any savings negotiated by the Contractor with a Subcontractor or a Material Supplier after receiving approval of a Change Order amount that was designated to be paid to a specific Subcontractor or Supplier for the Approved Change Order work.

9.3.3 Right to Verify Change Order Pricing Information: Contractor agrees that City, through its designated representative, will have the right to examine, copy, and scan the records of the Contractor, Subcontractor or Sub-Subcontractor's records (during the Agreement period and up to three years after final payment is made on the Agreement) to verify the accuracy and appropriateness of the pricing data used to price all Change Order proposals or claims. Contractor agrees that if City determines the cost and pricing data submitted (whether approved or not) was inaccurate, incomplete, not current, or not in compliance with the terms of the Agreement regarding pricing of Change Orders, an appropriate Agreement Price adjustment will be made. Such post-approval Contact Price adjustments will apply to all levels of contractors and Subcontractors and to all types of Change Order proposals, specifically including Fixed Price, Unit Price, and Cost Plus Change Orders.

9.3.4 Requirements for Detailed Change Order Pricing Information: Contractor agrees to provide a detailed breakdown of allowable labor and labor burden cost (i.e., base wage rate of applicable classifications of workers, payroll taxes, and insurance and benefits costs). This information will be used to evaluate the potential cost of labor and labor burden related to Change Order work. It is intended that this information represent an accurate estimate of the Contractor's actual labor and labor burden cost components. Information is not intended to establish fixed billing or Change Order pricing labor rates. However, at the time Change Orders are priced, the submitted cost data for labor rates may be used to price Change Order work. The accuracy of any such agreed upon labor rate cost components used to price Change Orders will be subject to later audit. Approved Change Order amounts may be adjusted later to correct the impact of inaccurate labor cost components if the agreed upon labor cost components are determined to be inaccurate.

9.4 **EMERGENCIES**

In any emergency affecting the safety of persons or property, Contractor will act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Agreement Price or Agreement Time resulting from emergency work will be determined as provided in this Section.

9.5 **DIFFERING SITE CONDITIONS**

9.5.1 If Differing Site Conditions are encountered at the Project Site, then notice by the observing party must be given to the other party promptly before conditions are disturbed (to the extent practicable) and in no event later than 14 Days after first observance of the conditions. City will promptly investigate such conditions and, if City determines that Differing Site Conditions exist and they materially cause an increase in the cost of, or time required for, performance of any part of the Work, Contractor will be entitled to equitable adjustment in the Agreement Price or Construction Schedule (and other time requirements), or both. If it is determined by City that the conditions at the Project Site are not Differing Site Conditions and no change is justified, then City will so notify Contractor in writing, stating the reasons. Claims in opposition to such determination must be made within 14 Days after City has given notice of its decision. If City and Contractor cannot agree on an adjustment in the Agreement Price or Construction Schedule (and other time requirements), the adjustment may be submitted to dispute resolution as provided these General Conditions.

9.6 **CHANGES IN LAWS, REGULATIONS, OR LEGAL REQUIREMENTS OR TAXES**

In the event of a material change in applicable Laws, Regulations, or Legal Requirements, or taxes subsequent to the date of the Agreement by the parties, Contractor may be entitled to a Change Order, in City's discretion, to the extent Contractor can document to the satisfaction of City that such change significantly increases Contractor's actual cost of performance of the Work.

SECTION 10 -SUSPENSION AND TERMINATION

10.1 **SUSPENSION**

City may suspend the Agreement and Contractor's performance in accordance with MAG Specifications § 105.1 and 108.7.

10.2 **TERMINATION BY THE CITY FOR CAUSE**

10.2.1 MAG Specifications § 108.11 applies to the Agreement.

10.2.2 City may also terminate the Agreement if City determines, in its sole discretion that Contractor has:

a. After prior written notice, refused or failed to supply enough properly skilled workers or proper materials;

b. After prior written notice, failed to make payment to Subcontractors for materials or labor in accordance with the respective agreements between Contractor and the Subcontractors;

c. After prior written notice, disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

d. After prior written notice, repeatedly failed to comply with written directives from City;

e. Is adjudged as bankrupt or insolvent;

f. Made a general assignment for the benefit of creditors;

g. Appointed a trustee or receiver for itself or any of its property;

h. Filed a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws; or

i. Otherwise breached a provision of the Agreement Documents or any other Agreement between City and Contractor.

10.2.3 When any of the above reasons exist, City may terminate the Agreement, without prejudice to any other rights or remedies of City, after giving Contractor and Contractors' surety, if any, 7 Days written notice of City's intent to terminate the Agreement and Contractor's failure to cure any such reasons. Upon such termination, City may: (1) take possession of the Site and of all materials thereon owned by Contractor; or (2) finish the Work by whatever reasonable method City may deem expedient. When City terminates the Agreement for one of the reasons state above, Contractor will not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Agreement Price existing at the time of such termination exceeds the costs and expenses of finishing the Work and any other damages incurred by City, such excess will be paid to Contractor. If such costs, expenses and damages exceed such unpaid balance, Contractor must pay the difference to City. This obligation for payment will survive termination of the Agreement.

10.3 **TERMINATION BY CITY FOR CONVENIENCE**

City may also terminate the Agreement at any time for its convenience upon 7 Days written notice to Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of Contractor, City will pay to Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Agreement, no further payments will be due from City to Contractor.

10.4 **A.R.S. § 38-511**

The Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

SECTION 11 -INSURANCE AND BONDS

11.1 **INSURANCE REQUIREMENTS**

11.1.1 After Agreement award, the Contractor must furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement may not be deemed to apply to required Worker's Compensation coverage.

11.1.2 The Contractor and any of its Subcontractors must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

11.1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

11.1.4 The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor**,** its agents, representatives, employees, or Subcontractors and the Contractor is free to purchase any additional insurance as may be determined necessary.

11.1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

11.1.6 Use of Subcontractors: If any Work is subcontracted in any way, the Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

11.2 **MINIMUM SCOPE AND LIMITS OF INSURANCE**

11.2.1 The Contractor must provide coverage with limits of liability not less than those stated below.

11.2.1.1 Commercial General Liability-Occurrence Form. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

11.2.1.2 Automobile Liability-Any Automobile or Owned, Hired and Non-Owned Vehicles. Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

11.2.1.3 Workers Compensation and Employers Liability Insurance. Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of Work under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

11.2.1.4 Builders' Risk/Installation Floater Insurance. The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the Agreement Price and all subsequent modifications. The Contractor's Builders'

Risk/Installation Floater insurance must be primary and not contributory.

a. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and engineers' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any Project property or equipment is in transit, off Site, or while on Site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the Site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.

b. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor- Builders' Risk/Installation Floater insurance described herein.

c. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.

d. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.

e. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of Subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 Days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.

f. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.

g. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Agreement, waived against the City, its officers, officials, agents and employees.

h. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

11.2.1.5 Pollution Liability Insurance (Including Errors and Omissions). For Job Orders, Pollution Liability Insurance is only required if applicable and determined on a project specific basis. Contractor must maintain Pollution Liability Insurance with a limit of not less than $5,000,000 per loss, $5,000,000 aggregate for losses caused by pollution conditions including coverage for bodily injury, property damage, defense costs, clean-up costs, and completed operations that arise from the operations of Contractor as described in this Agreement.

a. The policy must provide for complete professional service coverage, including coverage for pollution liability that is a result of a breach of professional duties.

b. The policy must provide for protection again claims for third-party bodily injury, property damage, or environmental damage caused for pollution conditions resulting from general contracting activities for which Contractor is legally liable.

c. The policy must provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.

d. Completed Operations Coverage must be kept in place for up to the statute of repose.

e. The policy must be endorsed to include the following additional insured language: “City, its elected officials, trustees, employees, agents, and volunteers must be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of Contractor”.

f. If Work under this Agreement requires the transportation of any hazardous material or regulated substances, Contractor must carry Auto Liability with a CA 9948 endorsement or equivalent.

g. If Work under this Agreement requires the disposal of any hazardous materials from the job site, Contractor must obtain a certificate of insurance for Pollution Legal Liability from the disposal site operator with a limit of not less than $5,000,000 per loss, $5,000,000 aggregate.

11.3 **ADDITIONAL POLICY PROVISIONS REQUIRED**

11.3.1 Self-Insured Retentions or Deductibles. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

11.3.2 The Contractor’s insurance must contain broad form contractual liability coverage.

11.3.3 The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees will be in excess of the coverage provided by the Contractor and must not contribute to it.

11.3.4 The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.3.5 Coverage provided by the Contractor must not be limited to the liability assumed under the

indemnification provisions of this Agreement.

11.3.6 The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

11.3.7 The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the required Additional Insureds set forth herein.

11.3.8 If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

11.3.9 Insurance Cancellation During Agreement Term.

11.3.9.1 If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 Days after the renewal date containing all the required insurance provisions.

11.3.9.2 Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after 30 Days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then 10 Days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the require notice, the Contractor or its insurance broker must notify the City of any cancellation, suspension, non-renewal of any insurance within 7 Days of receipt of insurers' notification to that effect.

11.3.10 City as Additional Insured. The above-referenced policies are to contain, or be endorsed to contain, the following provisions:

11.3.10.1 The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed Operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

11.3.10.2 The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

11.4 BONDS AND OTHER PERFORMANCE SECURITY

11.4.1 After Agreement award, Contractor must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Agreement Price.

11.4.2 Each such bond must be executed by a surety company or companies holding a Certificate

of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance and must be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. A copy of the Certificate of Authority must accompany the bonds. The Certificate must have been issued or updated within two (2) years prior to the execution of this Agreement. The bonds must be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required.

11.4.3 The bonds must be made payable and be acceptable to City. The bond forms for the performance and payment bonds must be in the forms required under A.R.S. § 34-221, *et. Seq.,* as in Appendices 4 and 5 of these General Conditions.

11.4.4 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement Documents, Contractor must promptly furnish a copy of the bonds or must permit a copy to be made.

11.4.5 All bonds submitted for this Project must be provided by a company which has been rated AM Best rating of A- or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)" published by the A.M. Best Company.

11.4.6 Personal or individual bonds are not acceptable.

11.4.7 If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent, or Contractor's right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Section 11.4, Contractor must within 5 Days thereafter substitute another Bond and surety, both of which must be acceptable to City.

SECTION 12 - INDEMNIFICATION

12.1 To the extent permitted by law, the Contractor and its owners, officers, directors, agents, employees, and subconsultants (collectively "lndemnitor") must indemnify, save, and hold harmless the City and its officers, officials, agents, and employees (collectively "lndemnitee") from any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) (collectively "Claims") caused or alleged to be caused, in whole or in part, by the negligent, reckless, wrongful, or willful acts, errors, or omissions of Indemnitor in connection with this Agreement. This indemnity includes any Claim or amount arising out of or recovered under workers' compensation laws or on account of Indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. Indemnitor must indemnify lndemnitee from and against any and all Claims, except those arising solely from lndemnitee's own negligent, reckless, wrongful, or willful acts, errors, or omissions. Indemnitor is responsible for primary loss investigation, defense, and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Indemnitor agrees to waive all rights of subrogation against lndemnitee for losses arising from or related to this Agreement. Indemnitor's obligations under this provision survive the termination or expiration of this Agreement.

SECTION 13 -DISPUTE RESOLUTION

13.1 All disputes arising out of or relating to the Agreement, the Work or the Project, other than termination under Section 10, will be resolved pursuant to the Dispute Resolution process set forth in Appendix 6 of these General Conditions, and not pursuant to MAG Specifications § 110.

13.2 Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations under the Agreement until such dispute is resolved.

13.3 Notwithstanding any other provision in this Agreement, City has the right to immediately file in court and pursue an action for a temporary restraining order and injunctive relief against Contractor if City determines that such action is necessary to protect its interests under the Agreement, to obtain specific performance of any provision of the Agreement, to advance the completion of the Project, or to protect health, welfare and safety.

SECTION 14 - MISCELLANEOUS PROVISIONS

14.1 AGREEMENT DOCUMENTS

14.1.1 The Agreement Documents are intended to permit the parties to complete the Work and all obligations required by the Agreement Documents within the Agreement Times for the Agreement Price. The Agreement Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

14.1.2 It is the intent of the Agreement Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Agreement Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Agreement Documents or from prevailing custom or trade usage as being required to produce the intended result must be provided by Contractor whether or not specifically called for at no additional cost to City.

14.1.3 The Agreement Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Agreement Documents), Contractor's Bid or Proposal (including documentation accompanying the Bid and any post-Bid documentation submitted prior to Agreement award) when attached as an exhibit to the Agreement, the accepted Project Schedule, the Notice to Proceed, the Performance Bond, the Payment Bond, Project Design, Engineering and Specifications, these General Conditions, the Project Specific Special Provisions, Technical Specifications, Agreement Drawings, as the same may be more specifically identified in the Agreement, Change Orders, Work Change Directives, Field Orders and the written interpretations and clarifications of the Design Professional or City representative and Modifications issued after execution of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Agreement Documents.

14.1.4 In the event of any inconsistency, conflict, or ambiguity between or among the Agreement Documents, the Agreement Documents will take precedence as follows from highest to lowest: Change Orders, Addenda, Agreement, Project Specific Special Provisions, General Conditions, Technical Specifications, Drawings/Plans, Chandler Amendments to MAG Standard Specifications and Chandler Standard Details, and MAG Uniform Standard Specifications and Details for Public Works Construction. If applicable to this Agreement, Federal Provisions prevail.

14.1.5 On the Drawings, given dimensions will take precedence over scaled measurements and large scale drawings over small-scale drawings.

14.1.6 Clarifications and interpretations of the Agreement Documents will be issued by the Design Professional through the City.

14.1.7 The headings used in this Agreement or any other Agreement Documents, are for ease of reference only and must not in any way be construed to limit or alter the meaning of any provision.

14.1.8 The Agreement Documents form the entire agreement between City and Contractor. No oral representations or other agreements have been made by the parties except as specifically stated in the Agreement Documents.

14.1.9 The Agreement Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party in the form of a Change Order.

14.1.10 Re-Use of Documents. Neither Contractor nor any Subcontractor, manufacturer, fabricator, supplier or distributor will have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Design Professional; and they must not re-use any of them on extensions of the Project or any other project without written consent of City and the Design Professional and specific written verification or adaptation by the Design Professional.

14.2 **REFERENCE STANDARDS**

14.2.1 Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, will mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Agreement Documents.

14.2.2 The provisions of any such standard, specification, manual or code, or any instruction of a Supplier will not change the duties or responsibilities of City, Contractor, Design Professional or Project Manager, or any of their Subcontractors, consultants, agents, or employees from those set forth in the Agreement Documents, nor will any such provision or instruction assign to City, Contractor, Design Professional, or any of their agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Agreement Documents.

14.3 **COMPLIANCE WITH ARIZONA LAW AND FEDERAL LAW**

14.3.1 Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") must comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A).

14.3.2 A breach of the Contractor Immigration Warranty constitutes a material breach of this Agreement and subject to penalties up to and including termination of this Agreement.

14.3.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

14.3.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

14.3.5 The provisions of this Article must be included in any agreement the Contractor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

14.4 **HAZARDOUS ENVIRONMENTAL CONDITIONS**

14.4.1 Contractor will not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Agreement Document to be within the scope of the Work. Contractor will be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

14.4.2 If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition. Contractor must immediately:

a. Secure or otherwise isolate such condition;

b. Stop all Work in connection with such condition and in any area affected thereby; and

c. Notify City and promptly thereafter confirm such notice in writing.

14.4.3 City will promptly retain a qualified expert to evaluate such condition or take corrective action, if any.

14.4.4 Contractor will be responsible for any and all civil or criminal penalties, fines, damages, or other charges imposed by any regulatory agency or court for sewage discharges that are in violation of applicable statutes and laws and that are a result, direct or indirect, of work performed under this Agreement. Contractor will also be responsible for reimbursement to City for administration, reporting, and tracking expenses required as a result of any spill event. In the event the regulatory agency or court imposes a probationary period, Contractor must post bond for the probationary period to ensure that all such costs are reimbursed to City. This responsibility will apply whether penalties are imposed directly on Contractor or any of its Subcontractors, or the City of Chandler. Contractor must defend and indemnify City against such penalties. Regulatory agencies may include, but are not limited to, the Arizona Department of Environmental Quality (ADEQ) and the United States Environmental Protection Agency (USEPA).

14.5 **COOPERATION AND FURTHER DOCUMENTATION**

Contractor agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of the Agreement Documents.

14.6 **ASSIGNMENT**

Neither Contractor nor City will, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Agreement Documents, any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Agreement.

14.7 **SUCCESSORS**

Contractor and City intend that the provisions of the Agreement Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

14.8 **LAWFUL PRESENCE**

Pursuant to A.R.S. §§ 1-501 and 1-502, City is prohibited from awarding an agreement to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming the identification provided is genuine. This requirement will be imposed at the time of agreement award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

14.9 **NO BOYCOTT OF ISRAEL CERTIFICATION**

By Contractor's signature on this Agreement, Contractor certifies under A.R.S. § 35-393.01 that Contractor is not currently engaged in and for the duration of this Agreement will not engage in a boycott of Israel.

14.10 **NO THIRD PARTY BENEFICIARY**

Nothing under the Agreement Documents will be construed to give any rights or benefits in the Agreement Documents to anyone other than City and Contractor, and all duties and responsibilities undertaken pursuant to the Agreement Documents will be for the sole and exclusive benefit of City and Contractor and not for the benefit of any other party, unless otherwise expressly set forth in the Agreement Documents.

14.11 **GOVERNING LAW AND VENUE**

The Agreement and all Agreement Documents will be deemed to be made under, and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any court action to enforce any provision of the Agreement or to obtain any remedy with respect hereto must be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

14.12 **SEVERABILITY**

If any provision of the Agreement Documents or the application thereof to any person or circumstance will be invalid, illegal or unenforceable to any extent, the remainder of the affected provision, the remainder of the Agreement Documents, and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.

14.13 **LEGAL REQUIREMENTS**

At all times relevant to its entry into this Agreement and performance of the Services and the Work, Contractor must fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project, and the Agreement, including, without limitation, those set

forth on Exhibit C of the Agreement.

14.14 **PARTIAL INVALIDITY**

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14.15 **ATTORNEYS' FEES**

Should either party to the Agreement bring an action to enforce any provision of the Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs in connection therewith.

14.16 **CONFLICT OF INTEREST**

14.16.1 Contractor agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, existing prior to the execution of the Agreement. Further, Contractor agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, if Contractor gains such interest during the course of this Agreement. If Contractor gains financial or economic interest in the Project during the course of this Agreement, this may be grounds for terminating this Agreement. Any decision to terminate the Agreement must be at the sole discretion of City.

14.16.2 Contractor will not engage the services on this Agreement of any present City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or Agreement Modifications for this Agreement.

14.16.3 Contractor agrees that it will not perform services on this Project for a contractor, subcontractor, or any supplier, not covered under this Agreement.

14.17 **INDEPENDENT CONTRACTOR**

Contractor is and must be an independent contractor. Any provisions in the Agreement Documents that may appear to give City the right to direct Contractor as to the details of accomplishing the Work or to exercise a measure of control over the Work means that Contractor must follow the wishes of City as the results of the Work only. These results must comply with all applicable laws and ordinances.

14.18 **NOTICE OF INJURY**

Should City or Contractor suffer injury or damage to their person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim must be made in writing to the other party within 7 Days of the first observance of such injury or damage.

14.19 **CONFIDENTIALITY**

Contractor, for the benefit of City, hereby agrees it will not release or cause or permit to be released to the public any press notices, publicity (oral or written) or advertising promotion relating to, any statement regarding, or any other public announcement or disclosure or cause or permit to be publicly announced or disclosed, in any manner whatsoever, the specific terms and conditions of this Agreement or any comment relating to the Project or the Site. Notwithstanding the foregoing, Contractor will be entitled to disclose the terms of the Agreement to the extent required by law or in the course of enforcing or defending a claim or action hereunder. Contractor must give City reasonably prompt notice of any disclosure or statement made pursuant to this provision.

14.20 **DATA CONFIDENTIALITY**

14.20.1 As used in the Agreement, "data" means all information, whether written or verbal, including plans, specifications, renderings, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the City in the performance of this Agreement.

14.20.2 Contractor agrees that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to City in connection with the Contractor's performance of this Agreement is confidential and proprietary information belonging to City.

14.20.3 Except as specifically provided in this Agreement, Contractor or its Subcontractors must not divulge data to any third party without prior written consent of City. Contractor or its Subcontractors must not use data for any purposes except to perform Work required under this Agreement. These prohibitions will not apply to the following data provided Contractor has first given the required notice to City:

a. Data which was known to Contractor or its Subcontractors prior to its performance under this Agreement unless such data was acquired in connection with Work performed for City;

b. Data which was acquired by Contractor or its Subcontractors in its performance under this Agreement and which was disclosed to Contractor or its Subcontractors by a third party, who to the best of Contractor's or its Subcontractor's knowledge and belief, had the legal right to make such disclosure and Contractor or its Subcontractors are not otherwise required to hold such data in confidence; or

c. Data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its Subcontractors are subject.

14.20.4 In the event the Contractor or its Subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its Subcontractors became privy as a result of any other agreement with City, the Contractor must first notify City as set forth in this Section of the request or demand for the data. The Contractor or its Subcontractors must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure.

14.20.5 Unless prohibited by law, within 10 Days after completion of services for a third party on real or personal property owned or leased by City, the Contractor must promptly deliver, as set forth in this Section, a copy of all data to City. All data will continue to be subject to the confidentiality agreements of this Agreement.

14.20.6 Contractor or its Subcontractors assume all liability for maintaining the confidentiality of the data in its possession and agree to compensate City if any of the provisions of this Section are violated by Contractor, its employees, agents, or Subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section will be deemed to cause irreparable harm that justified injunctive relief in court. Contractor agrees that the requirements of this Section will be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this

Agreement without notice.

14.21 **SURVIVAL**

All warranties, representations and indemnifications by Contractor must survive the completion or termination of this Agreement.

14.22 **COVENANTS AGAINST CONTINGENT FEES**

Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of City Council, or any employee of City has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, City will have the right to annul the Agreement without liability or at its discretion to deduct from the Agreement Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

14.23 **NO WAIVER**

The failure of either party to enforce any of the provisions of the Agreement Documents or to require performance of the other party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor will it affect the validity of the Agreement Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

14.24 **NONEXCLUSIVE REMEDIES**

The remedies set forth in this Agreement are cumulative and not exclusive, and failure to exercise any remedy (including, without limitation, any right to terminate) will not preclude any party from exercising any other right in seeking any other remedy available to it at law or in equity.

14.25 **PROJECT COMMUNICATIONS**

14.25.1 All communications concerning the performance of the Work or the Project will be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Agreement. City may change the designated Project Manager and, subject to Section 4.4.20 of these General Conditions, Contractor may change Contractor Representative, by written notice to the other.

14.25.2 Project communications may be exchanged by e-mail, but email communications cannot change the terms of the Agreement or the Scope of Work, or effectuate any change that requires a written Change Order.

14.25.3 When any provisions of the Agreement Documents requires Contractor or the Design Professional to give written notice to City, it will be deemed to have been validly given if delivered in person or if delivered at or sent by registered or certified mail, postage prepaid, to the Parties indicated in Agreement Article 1, incorporated by reference.

14.25.4 When any provisions of the Agreement Documents requires City, Project Manager, or the Design Professional to give written notice to Contractor, it will be deemed to have been validly given if delivered in person to the person designated in the Agreement Documents as Contractor's Resident Superintendent, or if delivered at or sent by registered or certified mail, postage prepaid, to Contractor at the last address in the Agreement Documents or such substitute address which Contractor designates in writing, or to the business address known to the giver of notice.

14.26 **DRUG FREE WORKPLACE PROGRAM**

14.26.1 City has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with City, to ensure the safety and health of employees working on City projects.

14.26.2 Contractor must require a drug free workplace for all employees working under the Agreement. Specifically, all employees of Contractor who are working under an agreement with City must be notified, in writing, by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace.

14.27 Failure to require a drug free workplace in accordance with the City's policy may result in termination of the Agreement and possible debarment form bidding on future City projects.

SECTION 15 - PROVISIONS APPLICABLE SOLELY TO GMP AND COST-BASED AGREEMENTS, CHANGE ORDERS, AND JOB ORDERS

15.1 **ADDITIONAL DEFINITIONS**

The definitions set forth in Section 2 apply to GMP and Cost-Based Agreements, Change Orders, and Job Orders, together with the additional definitions set forth below.

Baseline Cost Model –
A breakdown and estimate of the scope of the Project developed by CM@Risk pursuant to Section 17.5 of these General Conditions.

CM@Risk or Construction Manager at Risk –
The person or firm selected by City to provide pre-construction and/or construction services as detailed in a Construction Manager at Risk Agreement with City. In these General Conditions, the term "Contractor" includes CM@Risk under both Pre-Construction and Construction Services Agreements.

CM@Risk Fee or Contractor's Fee –
An agreed to percentage in an accepted GMP that represents the Contractor's fee for performance of the Work.

Agreement Documents –
Where compensation under the Agreement is based upon a GMP accepted by City, the term "Agreement Documents" also includes the accepted GMP Proposal.

Agreement Price –
Where compensation under the Agreement based upon a GMP accepted by City, the term "Agreement Price" refers to the GMP.

Cost-Based Agreement, Change Order, or Job Order –
A Agreement, Change Order, or Job Order where the Agreement Price is based upon the actual cost of performing the Work, subject to the terms of the Agreement Documents, including this Section 15. These would include those generally referred to as "Cost of the Work plus a Fee with a GMP," "Time and Materials," or "Cost Plus a Fee."

Cost of the Work –
The direct costs necessarily incurred by Contractor in the proper, timely, and complete performance on the Work. The Cost of the Work will include only those costs set forth in Section 15.2 of these

General Conditions.

Deliverables –
The work products prepared by Contractor in performing the scope of work described in the Agreement. Some of the major deliverables to be prepared and provided by Contractor during pre-construction may include but are not limited to: the Baseline Cost Model and Schedule that validate City's plan and budget, Construction Management Plan, Detailed Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, Detailed Cost Estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, Constructability Review, Cost Control Log, Traffic control and phasing plans and others as indicated in this Agreement or required by the Project Team.

Pre-Construction Services Agreement –
The Agreement entered into between City and the CM@Risk for Pre-Construction Services to be provided by the CM@Risk, including, without limitation, the generation of a GMP Proposal. If the GMP Proposal is accepted by City and a Construction Agreement is entered into between City and CM@Risk, the duties, obligations and warranties of the CM@Risk under the Pre-Construction Services Agreement survive and are incorporated into the resulting Construction Agreement.

Pre-Construction Services –
The services to be provided under the Pre-Construction Services Agreement, including Section 17 of these General Conditions.

Detailed Project Schedule –
The Detailed Project Schedule developed by the CM@Risk for the review and approval of the Project Manager in accordance with Section 17.3 of these General Conditions, if applicable.

General Conditions Costs –
Those costs set forth in Section 4 of Appendix 9 to these General Conditions.

GMP Plans and Specifications –
The plan and specifications upon which the Guaranteed Maximum price Proposal is based.

GMP Proposal –
The proposal of Contractor submitted pursuant to Section 17.7 of these General Conditions for the entire Work and/or portion (phases) of the Work.

Guaranteed Maximum Price or GMP –
The Guaranteed Maximum Price set forth in the Agreement, Change Order, or Job Order if applicable.

15.2 **AGREEMENT PRICE**

15.2.1 The Agreement Price for all Agreements, Change Orders, and Job Orders based upon payment of the Cost of the Work plus a Fee with a GMP, time and materials, or cost-plus a fee will be the Cost of the Work incurred plus the Fee agreed to in writing by City, limited to the amount of the GMP, if agreed to. Unless otherwise expressly provided in the Agreement, Change Order, or Job Order, all Cost Based pricing will be subject to and limited to GMP.

15.2.2 The Agreement Price may only be changed as set forth in Section 9 above.

15.2.3 Only costs specifically designated as reimbursable costs are eligible for payment by City or may be charged against the Agreement Price. All other costs will not be paid by City and will not be chargeable against the Agreement Price.

15.2.4 Cost-Based Agreements. For Agreements, Change Orders, or Job Orders, reimbursable costs must be determined pursuant to Appendix 9 to these General Conditions, Cost of the Work, and not by MAG Specifications §109.5.

15.3 **ALLOWANCES**

15.3.1 Contractor must include in the Agreement Price all Allowances stated in the Agreement Documents and agreed to in writing by City. Items covered by these Allowances must be supplied for such amounts and by such persons as City may direct, provided Contractor will not be required to employ persons against whom Contractor makes a reasonable objection. Materials, labor, and equipment under an Allowance will be selected by City in accordance with a schedule to be mutually agreed upon by City, Design Professional and Contractor or otherwise in reasonably sufficient time to avoid delay in the Work.

15.3.2 Unless otherwise provided in the Agreement Documents:

15.3.2.1 These Allowances must cover the cost to Contractor, less any applicable trade discount, of the materials, labor, and equipment required by the Allowances, delivered at the Site, and all applicable taxes;

15.3.2.2 Contractor's costs for unloading and handling on the Site, labor, installation costs, overhead, profit and other expenses relating to materials, labor, and equipment required by the Allowance must be included in the Agreement Sum and not in the Allowance; and

15.3.2.3 Whenever the cost is more or less than the Allowance, the Agreement Sum must be adjusted accordingly by Change Order, the amount of which will recognize the difference between actual costs for an Allowance item and the amount of the Allowance item and changes, if any, in handling costs on the Site, labor, installation costs, overhead, profit and other expenses.

15.4 **CONTINGENCY**

An agreed to amount in the GMP that may only be used in accordance with the terms set forth in these General Conditions and with prior written approval by the City.

15.4.1 Construction Contingency. This GMP includes a dollar amount listed as a Construction Contingency which will be readily available for increased costs for subcontractors, material, and equipment subject to prior approval of City, which approval will not be withheld unreasonably. The Construction Contingency may also be used, at the discretion of City, to reimburse CM@Risk for unexpected costs due to (a) scope gaps between trade subcontractors; (b) agreement default by trade subcontractors; (c) unforeseen field conditions, but only as defined in Section 9.5 above; (d) work completed to meet the intent of the design, but which was not indicated on the plans; (e) costs overruns not covered by allowances; (f) costs of corrective work not provided for elsewhere; and (g) implementation of any Recovery Plan. Cost for which CM@Risk desires to be paid from the Construction Contingency must be documented by CM@Risk on a time and materials basis and are subject to verification by City. If agreed to by City, a "Use of Contingency" form will be executed by both parties authorizing the actual cost of the work to be paid and included in the Work Item Direct Costs. The Construction Contingency is not allocated to any particular

item of the Project but may be used for any portion of the work as determined above. Any amount not used in the Construction Contingency will belong to City and will reduce the GMP.

15.4.2 Owner's Contingency. This GMP also includes a dollar amount listed as an Owner's Contingency which may be used only by the City (owner department) for upgrades and changes in scope or other changes not already included within the intent of the Project Program. City will provide CM@Risk with a Work Change Directive authorizing CM@Risk to perform the additional work and to transfer funds from the Owner's Contingency to the Work Item Direct Costs category to be paid with such direct costs. These additional costs will be in an amount mutually agreed upon by CM@Risk and City or will be documented by CM@Risk on a time and materials basis and are subject to verification by City. Any amount not used in the Owner's Contingency will belong to the City and will reduce the GMP.

15.5 **REDUCTION IN RETENTION**

If the Agreement Price is based upon a GMP, in order to receive payment of one-half of the retention as set forth in Section 8.1.5 above, Contractor must also submit to the Project Manager a complete accounting of the Actual Reimbursable Cost of the Work to date, including all such documentation (including, without limitation, invoices, subcontract, subcontractor change orders, purchase orders, records of payment, etc.) as City may require, to establish whether the payments made to Contractor equal, exceed, or are less than the actual reimbursable Cost of the Work to date. Any excess payments by City, as determined by the Project Manager, will be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor will be refunded by Contractor to City. The Project Manager's determinations as to Actual Reimbursable Cost of the Work will be the basis of payment until final Project Closeout and Final Payment under the Agreement.

15.6 **FINAL PAYMENT**

If the Agreement Price is based upon a GMP, as a further condition precedent to Final Payment by City, Contractor must submit to the Project Manager a complete final accounting of the Actual Reimbursable Cost of the Work, including all such documentation (including, without limitation, invoices, subcontracts, subcontractor change orders, purchase orders, records of payment, etc.) as City may require, to establish whether the payments made to Contractor equal, exceed, or are less than the Actual Reimbursable Cost of the Work to date. Any excess payments by City, as determined by the Project Manager, will be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor will be refunded by Contractor to City. Disputes relating to the Final Cost of the Work will be subject to City's audit rights under Sections 8.8 above and 15.7 below, and the dispute resolution process under Section 13 above.

15.7 **OPEN BOOK**

On any GMP-based or Cost-Based Agreement, Job Order, or Change Order, City may attend any and all meetings or discussions pertaining to the Project, including bid openings, and must have access to all books, invoices, accounts, memoranda, correspondence, and written communications or records of any kind pertaining to the Project, including without limitation, those stored in electronic format.

15.8 **DIFFERING SITE CONDITIONS AND/OR CHANGE IN LAWS**

A Change Order for increased costs under Section 9.5 or 9.6 above will only be considered

or granted by City to the extent such actual, documented costs are justified.

SECTION 16 - PROVISIONS APPLICABLE SOLELY TO JOB ORDER AGREEMENTS (JOC)

16.1 **ADDITIONAL DEFINITIONS**

The definitions set forth in Sections 2 and below will apply to all Job Order Agreements and Job Orders. In addition, the definitions set forth in Section 15.1 above will apply to all Cost-Based Job Orders.

Agreement –
Includes the Job Order Master Agreement and Job Order Project Agreements issued and agreed to by City and JOC Contractor.

JOC Contractor's Coefficient –
A numerical factor that represents JOC Contractor total costs (indirect and direct costs, sales tax, profit, etc.) and other adjustments for market conditions.

Job Order Request for Proposal (RFP) –
The Request for Proposals issued by City for each Job Order Project Agreement relating to a specific Project.

Job Order Cost Proposal –
The Proposal submitted by JOC Contractor in response to a Job Order Request for Proposal (RFP) issued by City to develop a Job Order Project Agreement for a specific Project.

Guaranteed Maximum Price (GMP) Job Order –
Job Order under which JOC Contractor is compensated for actual costs incurred.

Job Order Project Agreement (Job Order) –
The agreement for a specific project, as it may be modified by all Change Orders, executed by the Parties, which incorporates the terms and conditions of the Job Order Master Agreement.

16.2 **ORDERING AND PROCESSING PROCEDURES FOR JOB ORDERS**

16.2.1 The process for developing and issuing a Job Order for a particular Project consists of three (3) procedures: (1) issuance of a RFP by City; (2) JOC Contractor's response to the RFP in the form of JOC Contractor's Job Order Cost Proposal; and (3) Issuance of a Job Order by City, as set for below.

16.2.2 RFP's For Job Orders

16.2.2.1 City will provide to JOC Contractor RFP with a Scope of Work (SOW) describing the Work to be performed, which may include special instructions and conditions, material submittal requirements, and, if applicable, a complete set of sketches, construction drawings and specifications for the Job Order.

16.2.2.2 Some Job Order RFP's will be issued by City without detailed sketches, drawing and specifications and will rely on JOC Contractor to produce them for City review and approval and is considered to be Pre-Construction and incidental design services included in JOC Contractor's overhead for GMP Job Orders. In addition JOC Contractor will not be reimbursed for any Pre-Job Order costs, including proposal preparation, attendance during negotiations, or site visits.

16.2.3 JOC Contractor's Job Order Cost Proposal

16.2.3.1 JOC Contractor must respond within ten (10) calendar days of the RFP date or site visit, whichever is later or as otherwise indicated on a case-by-case basis, by submitting JOC Contractor's Job Order Cost Proposal to the City representative.

16.2.3.2 Unless otherwise required under the terms of the RFP, JOC Contractor's Job Order Cost Proposal must include the following.

a. JOC Contractor's Job Order Cost Proposal in PDF and electronic format;

b. A Project Schedule and schedule of values that reflects the costs of each work element on the schedule. The schedule must show all milestones (e.g., permits, submittals, ordering materials, demolition, work phases, closeout and completion date); and

c. Necessary documentation will be required to indicate that adequate scoping, layout, setup and planning to accomplish the Work has been done. Examples of documentation that might reasonably be expected include sketches, drawings, calculations, catalog cuts and specifications produced to a level of detail and skill that could be expected of experienced, competent Project Managers with five or more periods experience in their respective trade.

16.2.3.3 JOC Contractor must select Subcontractors based on qualifications alone or on a combination of qualifications and price and must not select Subcontractors based on price alone. A qualifications and price selection may be a one-step selection based on a combination of qualifications and price or two-step selection. In a two-step selection, the first step must be based on qualifications alone and the second step may be based or a combination of qualifications and price or on price alone.

16.2.3.4 Upon request, JOC Contractor must provide City with copies of Subcontractor quotes and the basis for selection of each Subcontractor.

16.2.3.5 If City objects to a selected Subcontractor, City will make the objection and the reasons for the objection known to the JOC Contractor. JOC Contractor must then present an acceptable Subcontractor for the applicable discipline. City will not unreasonably object to or withhold approval of a Subcontractor.

16.2.3.6 For self-performed work, the City retains the right to have the JOC Contractor establish JOC Contractor's costs by bidding their costs against at least three (3) other interested trade Contractors. No self- performed work will be allowed to be performed on a lump sum basis.

16.2.4 Issuance of Job Order

16.2.4.1 City Representative will compare the JOC Contractor's Job Order Cost Proposal with the City's estimate, schedules and other requirements, and then, if the City Representative determines it is in the best interest of City, arrange a meeting with JOC Contractor, at which time the JOC Contractor's Job Order Cost Proposal will be discussed and negotiated.

16.2.4.2 If the City Representative determines that it is in the best interest of the City, City will then issue a Job Order to JOC Contractor for execution.

16.2.4.3 Specific Job Orders may vary, but unless agreed to by City in writing otherwise, the content

of Job Orders under the Agreement will generally be as follow, all of which will be signed and/or initialed by JOC Contractor's designated representative:

a. The description of the Scope of the Work and Project Schedule (attached as Exhibit A to the Job Order);

b. The address or location of the Work;

c. The Agreement Price for Work (Construction) included in the Project (attached as Exhibit B to the Job Order);

d. The name of the JOC Contractor representative for the Project;

e. The Drawings and Specifications for the Project;

f. If any shop drawings, project date and/or samples are required for the Job Order, the date for delivery of each required item (included in the Project Schedule, Exhibit A to the Job order); and

g. Project Specific Provisions, if any, in Exhibit A to the Job Order, including, without limitation, whether any of the following are required: Pre-Construction Conference, weekly progress meetings, field office, storage enclosure, materials and equipment handling facility, submittals, shop drawings, product data, equipment list, samples, project manual, schedule of values, Construction progress schedule, narrative reports, progress report, progress charts, progress photographs, materials status report, Construction diagram, Construction status report, operation and maintenance data, operating maintenance instructions and parts list, and as-build drawings.

16.2.5 Job Order Intent. Each Job Order will be interpreted to include all items reasonably necessary to complete the Project under that Job Order as described in the scope of the Work in that Job Order. All Work must be performed in a professional manner and all materials used must be new and of the highest quality and of the type best adapted to their purpose, unless otherwise specified. The Notice to Proceed date, and the award date established therein, will be deemed an integral part of the Job Order the same as if set forth therein.

16.3 **INCIDENTAL DESIGN SERVICES**

16.3.1 This effort includes all "extensions of design" for systems that are typically specified in a performance oriented manner by consultants and designers. Examples include: fire sprinkler systems, fire alarm and sprinkler systems, DDC controls, control systems, prefabricated metal building and similar situations. These designs are normally provided under submittals as a shop drawing with engineering backup and as appropriate, seals of registered engineers specializing in the particular system.

16.3.2 Incidental design includes all documents, sketches, schematic diagrams, floor plan layouts, equipment schedules and other documents produced by the JOC Contractor to define the work required for projects that the City does not develop formal or abbreviated designs requiring a seal by a registered engineer. Incidental design does not include preparation of designs requiring an architect or engineer seal.

16.3.3 JOC Contractor represents, covenants, and agrees, and contractually assumes the obligation to furnish, all of the required Design Services through properly licensed and

experienced Design Professionals in complete accordance with all of the duties imposed on a Design Professional under the Agreement Documents, Laws, Regulations, or Legal Requirements, and the common law.

16.3.4 All Design Documents (and all other Project-related documents, models, computer drawings and other electronic expression, photographs and other expressions CADD, and BIM files and images included) that JOC Contractor and/or JOC Contractor's Design Professional(s) prepare in connection with a Job Order and the copyrights therein (collectively, the "Instruments of Service") will be the property of City. JOC Contractor covenants and agrees to execute any additional document reasonably requested by City to confirm such assignment without any additional compensation.

16.4 **CONSTRUCTION SERVICES**

16.4.1 The following subsections of this Section 16.4 set forth requirements beyond those set forth in Section 4 above which apply to Construction Services performed under a Job Order.

16.4.2 JOC Contractor must perform the Work using only those firms, team members and individuals designated by JOC Contractor consistent with each Job Order or otherwise approved by City pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

16.4.3 Construction Phasing

16.4.3.1 City use of the facilities is anticipated while the Work is being performed. The Work must be planned and accomplished so that there will be a minimum of interference and inconvenience to occupants in the building and agencies in the vicinity and to other craftsmen who may have to do work in the affected facilities. Any blockage of building exits or driveways must be coordinated in advance.

16.4.3.2 If applicable, furniture, portable office equipment and wall appurtenances not rigidly fastened to the walls must be moved by JOC Contractor, protected from damage and replaced to the original position upon completion of the work. If the work required by the Job Order will not allow furniture and portable office equipment to be replaced to its original position, new locations will be designated by City. Incidental costs associated with moving one-piece furnishings up to approximately 150 pounds to perform such tasks as painting, carpet or tile replacement, etc., are considered a general cost of building renovation and must be included in the JOC Contractor's Coefficient. Costs for large scale or wholesale removal and replacement of large quantities of desks or modular workstations, copiers, multiple full file cabinets, etc. to another location or storage outside the work space, or disassembly and reassembly of modular furniture is not considered part of the JOC Contractor's Coefficient and will be priced separately.

16.4.3.3 The work must, so far as practicable, be done in definite sections or divisions and confined to limited areas which must be completed before work in other sections or divisions are begun.

16.4.4 Work Site Conflicts. In the event of a conflict between JOC Contractor and others in an occupied facility or where other Contractors are performing work on the same facility under other Agreements, City will decide to dispute and that decision will be final.

16.4.5 Ownership of Work Product. Work Product prepared or otherwise created in connection

with the performance of this Agreement, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. §101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, JOC Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

16.5 **OPTIONAL LIQUIDATED DAMAGES**

16.5.1 Specific Job Orders. City will have the right to assess liquidated damages in relation to any specific JOC Project Agreement as set forth below.

16.5.2 Substantial Completion Liquidated Damages. JOC Contractor acknowledges and agrees that if JOC Contractor fails to obtain Substantial Completion of the Work within the Agreement Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and JOC Contractor agree that if JOC Contractor fails to achieve Substantial Completion of the Work within the Agreement Time, City will be entitled to retain or recover from JOC Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

16.5.3 Final Acceptance Liquidated Damages. For the same reasons set forth in Section 16.5.2 above, City and JOC Contractor further agree that if JOC Contractor fails to achieve Final Acceptance of the Work within the Agreement Time, City will be entitled to retain or recover from JOC Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9 commencing from the actual date of Substantial Completion or Final Acceptance as required under any specific JOC Project Agreement.

16.5.4 MAG Liquidated Damages. Liquidated damages provisions in MAG § 108.9 may apply to any specific JOC Project Agreement.

16.5.5 City may deduct liquidated damages assessed pursuant to this Section 16.5 from any unpaid amounts then or thereafter due JOC Contractor under the Agreement or any specific JOC Project Agreement between JOC Contractor and City. Any liquidated damages not so deducted from any unpaid amounts due JOC Contractor must be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable to JOC Contractor.

16.6 **PERFORMANCE MEASUREMENT**

16.6.1 Performance Assessment. After the Final Acceptance of Work under each Job Order, City will complete a written evaluation of the performance of JOC Contractor on the Job Order.

16.6.2 Consideration in Assignment of Work. JOC Contractor's record of cost, schedule and quality performance and comparative assessments will be significant considerations in City's determination whether to award future Job Orders. JOC Contractor agrees that any determination by City not to not award future Job Orders or Option periods based on performance will be at the sole discretion of City.

SECTION 17 - PROVISIONS APPLICABLE SOLELY TO PRE-CONSTRUCTION SERVICES FOR CONSTRUCTION MANAGER AT RISK

17.1 ADDITIONAL DEFINITIONS

The definitions set forth in Section 2 and 15.1 above will apply to all Pre-Construction Services Agreements.

17.2 GENERAL

17.2.1 CM@Risk must perform the Services required by, and in accordance with the Agreement Documents and as outlined in Exhibit A of the Agreement to the satisfaction of the Project Manager, exercising the degree of care, skill, diligence and judgment a professional construction manager experienced in the performance of such services for construction and/or facilities of similar scope, function, size, quality, complexity and detail to the Project in urban areas throughout the United States, would exercise at such time, under similar conditions. CM@Risk must, at all times, perform the required services consistent with sound and generally accepted engineering principles and construction management and construction contracting practices.

17.2.2 As a participating member of the Project Team, CM@Risk must provide to City and Design Professional a written evaluation of City's Project Program and budget, each in terms of the other, with recommendations as to the appropriateness of each. CM@Risk must prepare a Baseline Cost Model that validates City's budget. The Baseline Cost Model must include all assumptions and basis of estimates in enough detail so that the Project Team can compare future detail estimates to the Baseline Cost model for variances. City and Design Professional will provide all the reasonably required data that is available in order to reach agreement between the team members that the Baseline Cost Model is an accurate projection of the costs of the Project.

17.2.3 CM@Risk must attend Project Team meetings, which may include, but are not limited to, bi- weekly Project management meetings, Project workshops, special Project meetings, construction document rolling reviews, public meetings and partnering sessions. CM@Risk attendance at design or other meetings in which CM@Risk is provided the opportunity but does not actively participate and/or is not properly prepared is not acceptable. Repeated instances of non-participation and/or lack of preparedness will be grounds for termination of CM@Risk Agreement for default.

17.2.4 CM@Risk must provide Pre-Construction Services, described herein, in a timely manner and consistent with the intent of the most current Drawings and Specifications. CM@Risk must promptly notify City in writing whenever CM@Risk determines any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work that deviates more than the allowed contingencies within the Baseline Cost Model or requires an adjustment in the Baseline Cost Model, Detailed Cost Estimate, Detailed Project Schedule, GMP Proposals and/or in the Agreement Time for the Work, to the extent such as established.

17.2.5 CM@Risk when requested by City, must attend, make presentations and participate as may be appropriate in public agency and or community meetings, relevant to the Project. CM@Risk must provide drawings, schedule diagrams, budget charges and other materials describing the Project when their use is required or appropriate in any such public agency meetings.

17.2.6 Ownership of Work Product. All Work Product prepared or otherwise created in connection with the performance of this Agreement, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or material, in whatever form created (e.g., electronic or printed) and in all media now know or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C.
§101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

17.2.7 CM@Risk represents to City in completing Pre-Construction Services and providing the reports and analysis required thereunder, that Work can be properly and timely constructed within the GMP Proposal, if accepted. CM@Risk does not assume any design responsibilities unless specifically called for in the scope of work, but CM@Risk will be responsible for their errors, omissions or inconsistencies included in the Work.

17.3 **DETAILED PROJECT SCHEDULE**

17.3.1 The fundamental purpose of the Detailed Project Schedule is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Detailed Project Schedule requirements. CM@Risk must, however, develop and maintain the Detailed Project Schedule on behalf of and to be used by the Project Team based on input from the other Project Team members. The Baseline Project Schedule must be developed as part of the Baseline Cost Model. The Detailed Project Schedule must use the Critical Path method ("CPM") technique, unless required otherwise, in writing by City. CM@Risk must use scheduling software acceptable to City to develop the Detailed Project Schedule. The Detailed Project Schedule must be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Detailed Project Schedule must indicate milestone dates for the phases once determined. As part of construction phase, City may require CM@Risk to prepare a "resource loaded" schedule for all work, including work performed by Subcontractors, detailing each of the project tasks and the required/anticipated number of personnel per day for each task. CM@Risk must also indicate on the schedule its ability to meet said required/anticipated personnel requirements.

17.3.2 CM@Risk must include and integrate in the Detailed Project Schedule the services and activities required of City, Design Professional and CM@Risk including all construction phase activities based on the input received from City and the Design Professional. The Detailed Project Schedule must define activities as determined by City to the extent required to show: (a) the coordination between preliminary design and various pre-construction documents, (b) any separate long-lead procurements, (c) any permitting issues, (d) any land, right-of-way, or easement acquisition, (e) bid packaging strategy and awards to Subcontractors and Suppliers, (f) major stages of construction, (g) start-up and commissioning, and (h) occupancy of the completed Work by City. The Detailed Project Schedule must include by example and not limitation, proposed activity sequences and durations for design, procurement, construction and testing activities, milestone dates for actions and decisions by the Project Team, preparation and processing of shop drawings

and samples, delivery of materials or equipment requiring long-lead time procurement (if any), milestone dates for various construction phases, Total Float for all activities to the extent authorized by City, relationships between the activities, City's occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Final Acceptance.

17.3.3 A Baseline Project Schedule must be initiated with the project Baseline Cost Model and agreed to by the project team at the same time. CM@Risk must update and maintain a detailed Project Schedule throughout pre-construction such that it will not require major changes at the start of the construction phase to incorporate CM@Risk's plan for the performance of the construction phase Work. CM@Risk must provide updates and/or revisions to the Detailed Project Schedule for use by the Project Team, whenever required, but no less often than at the Project Team meetings. CM@Risk must include with such submittals a narrative describing its analysis of the progress achieved to-date vs. the Baseline Project Schedule, including any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

17.3.4 If phased construction is deemed appropriate at the time of developing the Baseline Cost Model or during the development of the Detailed Project Schedule, and City approves, CM@Risk must review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. CM@Risk must take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

17.3.5 Long Lead Time Items. As part of developing the Detailed Project Schedule, CM@Risk must identify all long lead time materials, fabrications, equipment, or other items which may impact the Project Schedule and may require early action on the part of the Project Team. Dates for selecting and ordering long lead time items will be included and highlighted in the Detailed Project Schedule

17.3.6 Equipment Plan. Contractor must develop an Equipment Plan that addresses all rental and owned equipment, regardless of whether such equipment will be provided by CM@Risk or subcontractor(s), that will be necessary to construct the Project and the cost of which will be included as a Cost of the Work in the GMP Proposal. The Equipment Plan will seek to minimize the cost of the equipment to City and maximize the efficient and coordinated use of the equipment for completion of the Project. The Equipment Plan will not only include the costs and allowable lease rates for the equipment, but will also include an equipment schedule that will be incorporated into the Detailed Project Schedule and the Schedule of Values submitted with the GMP Proposal.

17.4 DESIGN DOCUMENT REVIEWS

17.4.1 CM@Risk must evaluate periodically the availability of labor, materials/equipment, cost-sensitive aspects of the design; and other factors that may create an unacceptable variance to the Baseline Cost Model and/or Baseline Project Schedule.

17.4.2 CM@Risk must recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for CM@Risk to construct the Project. These additional

investigations, if agreed to be necessary by the Project Manager and the Design Professional, will be acquired by City and copies of the reports will be provided to CM@Risk.

17.4.3 CM@Risk must meet with the Project Team as required to review designs during their development. CM@Risk must familiarize itself with the evolving documents through pre- construction. CM@Risk must proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. CM@Risk must furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. CM@Risk must use established value analysis principles in recommending cost effective alternatives.

17.4.4 CM@Risk must routinely conduct constructability and bid-ability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews must attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, completeness and coordination of Work of Subcontractors and Suppliers.

17.4.4.1 CM@Risk must evaluate whether: (a) the Drawings and Specifications are configured to enable efficient construction; (b) design elements are standardized; (c) construction efficiency is properly considered in the Drawings and Specifications; (d) module/preassembly design is prepared to facilitate fabrication, transport and installation; (e) sequences of Work required by or inferable from the Drawings and Specifications are practicable; (f) the design has taken into consideration efficiency issues concerning access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues; and (g) the design maintains continued operation of the existing City systems and maintains traffic on adjacent roadways. CM@Risk must also review the Drawings and Specifications to ensure that what is depicted therein can be constructed as designed and must promptly inform the Project Team of any issues.

17.4.4.2 CM@Risk must check cross-reference and complementary Drawings and sections within the Specifications and in general evaluate whether: (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies; (b) named materials and equipment are commercially available and are performing well, or otherwise, in similar installations; (c) Specifications include alternatives in the event a requirement cannot be met in the field; and (d) in its professional opinion, the Project is likely to be subject to Differing Site Conditions.

17.4.4.3 The results of the reviews must be provided to Project Team in formal, written reports clearly identifying all reviewed documents and the discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. CM@Risk must meet with Project Team to discuss any findings and review reports.

17.4.4.4 CM@Risk's reviews must be from a Contractor's perspective, and though it will serve to eliminate/reduce the number of RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional and not CM@Risk.

17.4.5 It is CM@Risk's responsibility to assist the Design Professional in ascertaining that, in CM@Risk's professional opinion, the Construction Documents are in accordance with applicable Laws, Regulations, or Legal Requirements, building codes, sound engineering principle's rules and regulations. If CM@Risk recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, sound engineering principle's rules and regulations, it must promptly notify the Project Team in writing, describing the apparent variance of deficiency. However, the Design Professional is ultimately responsible for the compliance of the Drawings and Specifications with those laws, statutes, ordinances, building codes, rules and regulations.

17.4.6 The Project Team will routinely identify and evaluate using value analysis principles and alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a high quality and fully functional Project consistent with the Project Program. If the Project Team agrees, CM@Risk in cooperation with the Design Professional, will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. City, through the Project Manager, will direct which alternatives will be incorporated into the Project. The Design Professional will have full design responsibility for the review and incorporation of CM@Risk suggested alternatives into the Drawings and Specifications. CM@Risk must analyze the costs and schedule impacts of the alternatives against the Baseline Cost Model and Schedule and provide a recommendation for the Project Team's consideration and City's approval prior to the establishment of the GMP.

17.5 **BASELINE COSTS MODEL, DETAILED COST ESTIMATES, AND SCHEDULE OF VALUES**

17.5.1 At the conclusion of the Master Planning and Programming, if required, CM@Risk will review all available information regarding the design and scope of the Project using CM@Risk's experience in performing similar work, knowledge of similar projects and current and projected construction costs and, based upon that review, must develop a Baseline Cost Model for review by the Project Team and approval by City. Once approved by City, the Baseline Cost Model will be continually referenced as detailed estimates are created as the design progresses throughout Pre-Construction until the final GMP for the entire Project is established. A final GMP for the entire Project must be established and approved by City prior to the start of construction. It is the responsibility of CM@Risk to ensure City has sufficient information to evaluate and approve a final GMP prior to the time necessary to start construction so construction can be completed within the Agreement Time. The Project Detailed Cost Estimate will be the best representation from CM@Risk of what the complete functional Project's construction costs will be as indicated by the most current available documents and will be constantly checked against the Baseline Cost Model. CM@Risk must communicate to the Project Team and assumptions made in preparing the Baseline Cost Model. The Baseline Cost Model must support CM@Risk's Detailed Cost Estimates and may be broken down initially as dictated by the available information, as required by City.

17.5.2 After receipt of the Design Professional's most current documents from certain specified pre- construction milestones, CM@Risk must provide a draft Detailed Cost Estimate including a detailed written report detailing any variances to the Baseline Cost Model and Baseline Project Schedule. The Design Professional and CM@Risk will reconcile any disagreements on the estimate to arrive at an agreed upon Detailed Cost Estimate for the construction costs based on the scope of the Project through that specified pre-construction milestone. Pre-Construction milestones applicable to this paragraph are:

Master Planning and Programming, Schematic Design, 50% Design Development, 100% Design Development, and 50% Construction Drawings, If no consensus is reached, City will make the final determination. If the Project Team requires additional updates of the Detailed Cost Estimate beyond that specified in this paragraph, CM@Risk must provide the requested information in a timely manner.

17.5.3 If at any point the Detailed Cost Estimate submitted to City exceeds the previously accepted Baseline Cost Model or previously approved Detailed Cost Estimate agreed to as set forth in Section 17.5.2 above, CM@Risk must make appropriate recommendations to project Team on means/methods, materials, and or other design elements that it believes will reduce the estimated construction costs, such that it is equal to or less than the established Project Team's Baseline Cost Model.

17.5.4 Unless other levels of completion are agreed to in writing in the Construction Documents, at 50% Construction Drawings and included with the associated report, CM@Risk must also submit to the Project Team for review and approval a Schedule of Values that complies with the following requirements. The Schedule of Values must be based on City standard bid schedule and highlight significant variances from any previously submitted Schedule of Values. The Schedule of Values must be directly related to the breakdowns reflected in the Detailed Project Schedule and CM@Risk's Detailed Cost Estimate. In addition, the Schedule of Values must: (a) detail unit prices and quantity take-offs, (b) detail all other contingencies and unit price Work shown and specified in the detailed design documents.

17.5.5 CM@Risk is to track, estimate/price and address the Project Team's overall project cost issues that arise outside of the Baseline Cost Model and the latest approved Detailed Cost Estimate such as: City generated changes, Project Team proposed changes, alternate system analysis, constructability items and value engineering analysis. The system used to implement this process will be referred to as the Design Evolution Log. This is to be addressed between the Baseline Cost Model and the Master Planning and Programming Detailed Cost Estimate, and then (unless other levels of completion are agreed to in writing in the Construction Documents) between the Detailed Cost Estimates for each of the pre-construction milestones thereafter, Schematic Design, 50% Design Development, 100% Design Development, and 50% Construction Documents, and the bid packages for all Phases.

17.5.6 Upon request by City, CM@Risk must submit to City a cash flow projection for the Project based on the current updated/revised Detailed Project Schedule and the anticipated level of payments for CM@Risk during the design and construction phases. In addition, if requested by City and based on information provided by City, CM@Risk must prepare a cash flow projection for the entire Project based on historical records for similar types of projects to assist City in the financing process.

17.5.7 Construction Water. CM@Risk must estimate the quantity of water to be used and include the cost thereof in each Detailed Cost Estimate and GMP Proposal provided by City.

17.6 **SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS**

17.6.1 There are two ways to select Subcontractors and major Suppliers prior to submission of a GMP Proposal: (1) qualifications-based selection; or (2) a combination of qualifications and price. Except as noted below, the selection of Subcontractors/Suppliers is the sole responsibility of CM@Risk. In any case, CM@Risk is solely responsible for the performance of the selected Subcontractors/Suppliers, and for compliance with the requirements of

Title 34 of the Arizona Revised Statutes in the selection of a Subcontractors/Suppliers, to the extent applicable. CM@Risk must comply with its Subcontractor Selection Plan submitted with its Statement of Qualifications.

17.6.2 City may approve the selection of a Subcontractor(s) or Suppliers(s) based only on their qualifications when CM@Risk can demonstrate it is in the best interest of the Project. All Work that is performed, after such a qualifications-based selection, for a price that is negotiated by CM@Risk will be billed in accordance with the GMP for actual costs and may be subject to audit by City.

17.6.2.1 Qualifications based selection of a Subcontractor(s)/Supplier(s) should only occur prior to the submittal of the GMP Proposal.

17.6.2.2 If a Subcontractor/Supplier selection plan was submitted and agreed to by City, CM@Risk must apply the plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide City with its review and recommendations.

17.6.2.3 CM@Risk must receive written City approval for each selected Subcontractor(s) and Supplier(s).

17.6.2.4 CM@Risk must negotiate costs for services/supplies from each Subcontractor/Supplier selected under this method.

17.6.3 All Work must be competitively bid unless a Subcontractor or Supplier was selected pursuant to Section 17.6.2 above.

17.6.3.1 CM@Risk must develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by City and solicit bids for the various Work categories. If there are not three qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances warranting such, CM@Risk may request approval by City to submit less than three names. Without prior written notice to City, no change in the recommended Subcontractors/Supplies will be allowed.

17.6.3.2 If City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, CM@Risk must nominate a substitute Subcontractor/Supplier that is acceptable to City.

17.6.3.3 CM@Risk must distribute Drawings and Specifications, and when appropriate, conduct a Pre- Bid Conference with prospective Subcontractors and Suppliers.

17.6.3.4 If CM@Risk desires to self-perform certain portions of the Work, it must request to be one of the approved Subcontractor bidders for those specific bid packages. CM@Risk's bid will be evaluated in accordance with the process identified below. If events warrant and City concurs that it is necessary in order to ensure compliance with the Project Schedule and/or the most recent Detailed Cost Estimate, CM@Risk may be authorized to self-perform Work without bidding or rebidding the Work. When CM@Risk self-performs work without bidding, only the actual costs associated with performing the Work in accordance with the approved GMP will be billed and may be subject to audit by City.

17.6.3.5 CM@Risk must receive, open, record and evaluate the bids; provided, however, that if CM@Risk or one of its affiliates is bidding to self-perform the Work that is the subject of the bid, then the bids must be received, opened, recorded and evaluated by Project Manager

instead of CM@Risk. Bids for each category of Work must be opened and recorded at a pre-determined time. The apparent low bidders must be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals CM@Risk, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor/Supplier bids must be done with Project Manager in attendance to observe and witness the process. CM@Risk must resolve any Subcontractor/Supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of Work.

17.6.4 CM@Risk will be required to prepare two different reports on the subcontracting process.

17.6.4.1 Within fifteen days after each major Subcontractor/Supplier bid opening process; CM@Risk must prepare a report for City's review and approval identifying the recommended Subcontractors/Supplier for each category of Work. The report must detail: (a) the name of the recommended Subcontractor/Supplier and the amount of the Subcontractor/Supplier bid for each sub-agreement; (b) the sum of all recommended Subcontractor/Supplier bids received; (c) and trade work and its cost that CM@Risk intends to self-perform, if any.

17.6.4.2 Upon completion of the Subcontractor/Supplier bidding process, CM@Risk must submit a summary report to City of the entire Subcontractor/Supplier selection process. The report must indicate, by bid process, all Subcontractors/Suppliers contacted to determine interest, the Subcontractors/Suppliers solicited, the bids received and costs negotiated, and the recommended Subcontractors/Suppliers for each category of Work.

17.6.5 The approved Subcontractors/Suppliers will provide a Schedule of Values with their bid proposals, which will be used to create the overall Project Schedule of Values.

17.6.6 If after receipt of sub-bids or after award to Subcontractors and Suppliers, City objects to any nominated Subcontractor/Supplier or to any self-performed Work without any reasonable basis, CM@Risk must nominate a substitute Subcontractor or Supplier, preferably if such option is still available, from those who submitted Subcontractor bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by City, CM@Risk's proposed GMP for the Work or portion thereof must be correspondingly adjusted to reflect any higher or lower costs form any such substitution.

17.7 **GMP PROPOSAL**

17.7.1 When a GMP Proposal is submitted for a phase of the Work, the GMP will have a Detailed Cost Estimate of the Costs of the Work (as set forth in Section 15.2) in each phase of the Work that is being proposed plus the current estimate for all other Work. City will not approve the GMP for the phase of work without a total estimate for the complete Project. City may request a GMP Proposal for all or any portion of the Project and at any time during pre-construction. Any GMP Proposals submitted by CM@Risk must be based on and consistent with Baseline Cost Model and the current update/revised Detailed Cost Estimate at the time of the request and include any clarifications or assumptions upon which the GMP Proposal(s) are based.

17.7.2 A GMP Proposal for the entire Project will be the sum of the Cost of the Work, CM@Risk Fee, and General Conditions Cost. CM@Risk guarantees to complete the Project at or less than

the final GMP Proposal amount plus approved Change Orders. CM@Risk will be responsible for any costs for expenses that would cause the Cost of the Work actually incurred, including the Construction Fee and General Conditions Costs, to exceed the GMP.

17.7.3 CM@Risk must prepare its GMP Proposal in accordance with City's request for GMP Proposal requirements based on the most current completed Drawings and Specifications at that time, which unless otherwise directed by City in writing, will be at 100% Construction Drawings. CM@Risk must mark the face of each document of each set upon which its GMP Proposal is based. These documents must be identified as the GMP Plans and Specifications. CM@Risk must send one set of those documents to the Project Manager, keep one set and return the third set to the Design Professional.

17.7.4 An updated/revised Detailed Project Schedule, Equipment Plan, and Schedule of Values must be included in any GMP Proposal(s), all of which must reflect the GMP Plans and Specifications the Detailed Project Schedule must be shown in relationship to the Project Schedule and identify any variance to the Baseline Project Schedule. Any such Detailed Project Schedule updates/revisions must continue to comply with the requirements of Section 17.3.1 through 17.3.5.

17.7.5 GMP Proposals(s) Review and Approval

17.7.5.1 CM@Risk must meet with the Project Team to review the GMP Proposal(s) and the written statement of its basis. In the event the Project Team discovers inconsistencies or inaccuracies in the information presented, CM@Risk must make adjustments as necessary to the GMP Proposal.

17.7.5.2 If during the review and negotiation of GMP Proposals design changes are required, City may authorize and cause the Design Professional to revise the GMP Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised GMP Plans and Specification will be furnished to CM@Risk. CM@Risk must promptly notify the Project Team in writing if any such revised GMP Plans and Specifications are inconsistent with the agreed upon assumptions and clarifications.

17.7.6 All portions of or items comprising the GMP Proposal are subject to audit by City, as deemed appropriate by City, including, without limitation, any based upon unit prices or Work to be self- performed by CM@Risk, or its affiliates.

17.8 **PAYMENT PROCEDURE FOR PRE-CONSTRUCTION SERVICES**

17.8.1 Requests for monthly payments by CM@Risk for Pre-Construction Services must be submitted monthly and must be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment must include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum will be made in accordance with the percentage of work completed during the preceding month.

17.8.2 In no event will City pay more than seventy-five (75%) of the Agreement Price until acceptance of ALL Pre-Construction Services and award of the final approved Construction Services Agreement for the entire Project by City Council. If CM@Risk does not prepare a

GMP Proposal that is acceptable to City, or the GMP Proposal exceeds the City's Construction Budget, then CM@Risk understands and acknowledges that it will forfeit any right to receive the 25% of the Agreement Price being retained by City.

17.8.3 CM@Risk agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances beyond the reasonable control of City during the progress of any portion of Pre-Construction Services specified in this Agreement. Such delays or hindrances, if any, will be solely compensated for by an extension of time for such reasonable period and may be mutually agreed between the parties. It is understood and agreed, however, that permitting CM@Risk to proceed to complete any such Services, in whole or in part after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of City of any of their respective legal rights herein.

17.8.4 No compensation to CM@Risk will be allowed contrary to Article I, Chapter I, Title 34 of the Arizona Revised Statutes.

17.8.5 If any service(s) executed by CM@Risk is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of CM@Risk, CM@Risk is to be paid for the services performed prior to the abandonment or suspension.

17.9 **SURVIVAL OF THE DESIGN SERVICES AGREEMENT, DUTIES, OBLIGATIONS AND WARRANTIES**

If the GMP Proposal is accepted by City and a Construction Agreement is entered into between City and CM@Risk, the duties, obligations and warranties of CM@Risk under the Pre- Construction Services Agreement survive and are incorporated into the resulting Construction Agreement.

SECTION 15 – APPENDICES

The following Appendices attached hereto are referenced in the General Conditions and are incorporated herein.

Appendix 1 – Policy Statement for Calculating Delays and Damages
Appendix 2 – Cost Reduction Incentive Proposals for Design Bid Build Agreements
Appendix 3 – Contractor's Affidavit Regarding Settlement of Claims
Appendix 4 – Forms of Performance Bond
Appendix 5 – Forms of Payment Bond
Appendix 6 – Dispute Resolution
Appendix 7 – Certificate of Completion
Appendix 8 – Construction Sign Detail
Appendix 9 – Cost of the Work (Applicable solely to Construction Manager at Risk and Job Order Contracting)
Appendix 10 Landscape Establishment Period

CALCULATING DELAYS AND DAMAGES

The purpose of this policy statement is to establish guidelines and procedures for negotiation between the Contractor and City of Chandler relating to compensation for delays pursuant to Arizona Revised Statutes (A.R.S.) 34-221(F). This policy statement contains notice requirements in addition to those set forth in the Agreement Documents, and will be the Agreement Provision contemplated by that statute.

NOTE: As used herein, the term "Engineer" will refer to the City of Chandler City Engineer or his/her designated representative. Nothing in this Policy Statement will be construed to void any provision in the Agreement which requires timely notice of delays or provides for arbitration or any other procedure for settlement or provides for liquidated damages.

I. TYPES OF DELAYS:

For the purposes of this document, there are essentially four types of delays encountered by City of Chandler Construction Contractors; excusable/compensable, excusable/non-compensable, non- excusable, and concurrent. Only delays that extend Agreement Completion Time set forth in the Agreement Document will be considered for issues relating to Agreement extensions or additional compensation. All other delays are considered to be activity delays and do not entitle the Contractor to either time extensions or additional compensation. Agreement Completion Time will be defined as the date set forth in Maricopa Association of Governments (MAG) Uniform Standard Specification Section 101 and as may be modified by the Agreement Documents.

A. Excusable/Compensable:

These are delays caused solely by the City's actions or inactions, are unreasonable under the circumstances, and which were not within the contemplation of the parties to the Agreement at or prior to the time of execution of the Agreement. Since the Contractor presumably has no control over the events causing the delay, he may be entitled to both Agreement time extensions and additional compensation for delay damages. Further, he/she may be entitled to additional compensation from the impact of that delay on other work. Examples of excusable/compensable (E/C) delays include: failure to properly locate an underground City-owned utility within 2 feet of the actual location; failure to relocate City-owned utilities far enough in advance of construction in an area where the Contractor is scheduled to work that it delays start or completion of the Contractor's regularly scheduled work; failure to provide City-furnished equipment or materials in a timely manner if required by the Agreement; failure to acquire necessary Right-of-Way or Public Utility Easements prior to the Contractor beginning Work in the area; failure to timely return Shop Drawings or other Agreement Submittals in accordance with the Agreement; unreasonable delay by the City in making decisions which affect critical activities; surveying errors when the City is contractually responsible for providing Project Surveying. This list is not meant to be all inclusive, but is intended merely as examples of the type of City action or inaction which can result in a Contractor's claim for additional time and

compensation.

B. Excusable/Non-compensable:

These are delays over which neither the City nor the Contractor had control. Since both parties to the Agreement have been potentially damaged by the delay, but neither have caused it, only Time Extensions are warranted. Examples of excusable, non-compensable (E/N) delays include: unusually severe weather; fire; acts of God; failure of non-City owned utilities (SRP, CenturyLink, Cable TV, Southern Pacific Railroad, and Southwest Gas, etc.) to properly or timely locate accurately; failure of non-City owned utilities to relocate in advance of construction; the voluntary or involuntary filing for Bankruptcy protection by a Supplier or Subcontractor which causes the Supplier/Subcontractor to fail to meet a contractual deadline provided the Contractor can provide documentation that he/she executed the required Purchase Orders/Subcontract Agreements and received delivery schedules which, if met, would have eliminated the delay; delays as a result of an incomplete shutdown of a City or non-City owned utility main (the City does not guarantee a complete shutdown). This list also is not necessarily all inclusive but merely indicative of type and class of E/N delays.

C. Non-excusable/Non-compensable:

These are delays caused by the actions or inactions of Contractor or an officer, employee, agent, Subcontractor, Supplier or any other party for whom the Contractor is responsible. Since the Contractor has assumed responsibility for the risks associated with the events that caused the delay, he/she are not entitled to either time extensions or monetary delay damages. All non-excusable delays are also non-compensable. Examples of non- excusable, non-compensable (N/N) delays include: failure to perform by the Contractor, its Subcontractors and/or Suppliers (except as noted in section I.B above); failure to provide adequate labor, materials, and/or equipment on the Project; failure to perform contractually-required coordination with utilities, agencies and other Contractors; failure to notify the Engineer, in writing, of delay impacts within two working days, as required by MAG 104.2.3, or the next work day, as required by MAG 109.8.2; failure to timely submit Shop Drawings; failure to pothole or otherwise visually locate utilities sufficiently ahead of the Work to allow the Engineer to direct corrective action when necessary; delays due to retesting of previously failed work, re-inspection, and/or restaking resulting from faulty workmanship, poor quality control, or lack of compliance with Agreement Specifications. Again, this list is not necessarily all inclusive.

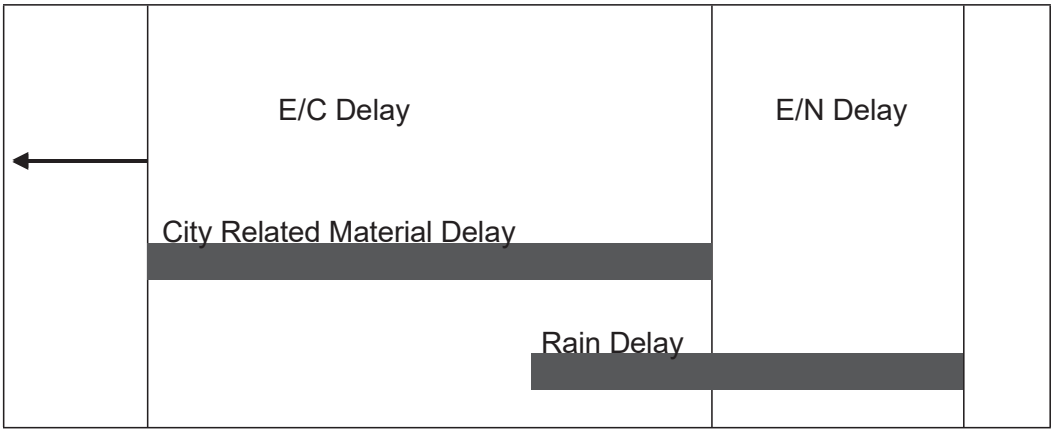
D. Concurrent:

When two or more delays occur simultaneously or overlap, each delay is analyzed separately to determine its impact on the overall project completion date based on when that delay started. Once again, only those delays which actually extend the Agreement completion time are considered as delays. The concurrent delay is considered an additional delay only to the extent it prolongs

the delay to the Agreement Completion Time beyond the date that the one it is concurrent with had already delayed that date. For example, if two delays are concurrent, and one is five days long and the second is seven days long, the second concurrent delay will only extend the Agreement Completion Time by two days. The same method of analysis is used when there are multiple concurrent delays. Only those extending the Project Completion Date are considered to be delays for the purposes of this policy. The portion of each concurrent delay that delays the completion of the work is classified in the same manner as described previously for individual delays and being either E/C, E/N or N/N.

An example of a concurrent delay is where the City delays furnishing material, but the Contractor could not have installed it anyway due to unusually severe weather. The effect of the first delaying activity will extend for the full duration and will be considered controlling on the Contractor's schedule. A subsequent, concurrent delay will thereafter only be considered to effect the project completion (if at all) once the first delaying activity has ceased to impact the project completion. In this case, if the unusually severe weather continued and delayed the work after the material was delivered, the first portion of the delay would be classified E/C (delay for material) and the second as E/N (delay due to unusually severe weather). Using the procedure set forth above, the entire concurrent portion would be considered E/C as shown in the chart which follows.

Example of a Concurrent Delay:



II. ANALYZING THE DELAY:

The Contractor must provide all documents required or requested by the Engineer to analyze the delay(s). It is important to understand that, prior to the delay analysis, delays and their impacts are alleged issues. The information the Contractor provides will be compared with the Inspector's Daily Log, Schedules and other available Project information and together they will support or refute that delays occurred and, if so, how they impact other work and the overall project completion. The Contractor's delay in providing these documents will be considered prima facie evidence that either the delay did not occur or it did not impact the Project Completion Date and any claim for time extension or damages will be denied.

The Engineer will accept delay analyses in CPM format, as these may demonstrate to his/her satisfaction whether or not Project Completion has been impacted by a specific event. If the Contractor chooses not to use CPM scheduling procedures, then the burden will be on the Contractor to prove to the Engineer's satisfaction that the Project Completion has been impacted. The procedures below assume that the Contractor is using CPM scheduling methods. As a minimum the Contractor must provide the following materials to the Engineer:

A. As-Planned Schedule. The initial construction schedule, required by the Agreement Documents, will be considered the baseline schedule. It is to the Contractor's advantage that the As-Planned (baseline) Schedule be as detailed as possible in order for delays, as they occur, to be incorporated into the schedule in representative locations. It is also to the Contractor's advantage to use a computer software program to generate the schedule since updated schedules are required monthly by the Agreement Documents and since updated schedules are required to support delays and requests for additional compensation for delays. The As-Planned (baseline) Schedule must be presented in network format which clearly shows the interrelationships of the activities. The Contractor must also provide a printout of the activities showing early start, early finish, late start, late finish, duration and float. The activity list printout must also indicate predecessor and successor activities.

B. As-Built Schedules. The as planned (baseline) schedule must be updated with complete progress-to-date information (actualized) up to the date of the start of the alleged delay. Each updated schedule will serve as the as-built schedule for analyzing the alleged delay and provide a new baseline as-planned schedule for the next delay. This process must be repeated for each alleged delay as it occurs. In updating the baseline schedule, the alleged delay must be treated as an activity and inserted into the schedule as a predecessor to the impacted activity (ies). When an activity that has already started is impacted, it is preferable to divide this activity into two parts and show the impact affecting the second part. For schedules which incorporate a time line (or data date), the delay activity must be inserted at the time it actually occurred. Some software scheduling programs have a PAUSE-RESUME feature that can be used to facilitate the requirements. The updated schedule must also be accompanied by a listing of activities as with the baseline schedule. This activities list must contain the alleged delay as an activity showing the duration and the activities which are predecessors and successors to it. When computer generated schedules are used, the Contractor must provide, in electronic media format, the complete data files for the updated schedule that included the delay activity, preferably either in Suretrak or in Microsoft Project. Each electronic media must contain a label identifying the Project name, Contractor's name, program name and version number, data date and project finish date.

C. Other Documents: In order to determine the amount of the alleged delay and if it is compensable, the Contractor must provide all backup documentation relevant to the issue and as required by the Engineer. This documentation must include copies of such items as: purchase orders; delivery schedules; correspondence; memoranda of telephone calls; force account daily worksheets (initialed by the Inspector); payroll data; estimating (bid) worksheets; and any other materials which may be

requested by the Engineer.

D. Procedure: Only after receipt of sufficient documentation will the Engineer analyze each alleged delay and determine if it is supported or refuted. If supported, the Engineer will determine if it is excusable or non-excusable, compensable or non-compensable. If the Engineer determines that the delay did not affect the Project Completion, the as-planned schedule, which has been updated to the date of the alleged delay, must be revised to indicate this. If the Engineer determines the delay did occur but was N/N, then no time extension will be granted. It is imperative that an actualized schedule be submitted as soon as the occurrence of the alleged delay is known. In no event will the Contractor submit an actualized updated schedule later than 60 days after the occurrence of the alleged delay becomes known.

If the Engineer determines the delay did occur and was excusable but, due to a reason listed in section I.B. is non-compensable, he/she will determine the length of the E/N delay and prepare a Change Order to add that time to the Agreement. The Engineer's decision will be final.

If the Engineer determines the delay was excusable and compensable, he/she will determine the length of the E/C delay and proceed to review the Contractor's damage calculations in accordance with Section III. The Engineer will check the Contractor's calculations, review the backup documentation provided, and prepare a Change Order to cover both the additional compensation and the time extension. The Engineer's decision on both the time extension and additional compensation for the delay will be final.

If the issue involves a concurrent delay, the Engineer will analyze available data to determine the portions which are E/C, E/N, and/or N/N as described above. The Engineer will proceed to determine the length of E/C delay and verify the Contractor's delay damage calculations, if any are provided. Upon completion of this review, the Engineer will prepare a Change Order for the Contractor's review and signature. The Engineer's decision regarding excusable delay and additional compensation for the delay is final.

The amount of time the Engineer will require to analyze the alleged delay(s) will depend upon the Engineer's workload, the complexity of the delay analysis, availability of supporting data, extent of cooperation by the Contractor, and other factors beyond the Engineer's control. It is entirely possible other delay(s) may occur while the Engineer is analyzing particular claim for delay(s). The Engineer's failure to respond to the Contractor in a set period of time will not be used as the basis for a further delay claim or as justification for extending and existing delay claim. The time required for delay analysis by the Engineer will not be counted against the time allotted for processing Final Payment as required by (MAG Section 109.7(B)) or the release of retention and Final Payment as prescribed by A.R.S. Arizona Revised Statutes §34-221.

III. CALCULATING MONETARY DELAY DAMAGES:

Additional compensation for delay, when authorized by the Engineer, will be calculated in accordance

with MAG Section 109.5 ACTUAL COST WORK with the following exceptions:

A. No additional compensation or other monetary damages will be awarded or paid for any loss of anticipated profits by the Contractor, Subcontractors or Suppliers.

B. No additional compensation or other monetary damages will be awarded for home office overhead or non-project general conditions of the Contractor, Subcontractors or Suppliers.

C. Equipment:

1. Contractor-owned equipment rate calculations must be computed in accordance with Section 109.04(D)(3), Arizona Department of Transportation "Standard Specifications for Road and Bridge Construction," 2008 or latest edition and as modified herein. Year and regional adjustment factors must be based on the most recent publications of the Rental Rate Blue Book for Construction Equipment, published by the Equipment Guide-Book Company, San Jose, CA, same as provided by ADOT and in print as of the date of alleged delay. In no event will the compensation for Contractor-owned equipment exceed the purchase price, including tax, paid by the Contractor for the equipment. Compensation will not be allowed for small tools or equipment that show a daily equipment rental rate of less than $5.00 per day or for unlisted equipment that has a value of less than for hundred dollars ($400.00).
2. For leased and rented equipment or equipment not otherwise listed in the Blue Book, rental contracts, or other supporting data will be used to establish the hourly rate. No hourly operating expense will be allowed for delay on standby equipment. In no case will equipment be considered for rental which exceeds the hourly rate for the first eight hours and the daily rate divided by eight for all additional hours as compared with similar equipment listed in the Blue Book. The hourly standby rate must be computed as the lesser of:

    a. Dividing the monthly invoice or rental value by 176 hours per month when the equipment is utilized by the Contractor for more than three weeks;

    b. Dividing the monthly invoice or rental value by 40 hours per week when the equipment is utilized by the Contractor for more than three days.

    In no event will compensation be paid for delay at more than 8 hours per day or 40 hours per week.

3. Except for vehicles used by supervisory personnel, all equipment will be paid at the "standby" rate during the delay period.

4. Equipment brought solely to mitigate the delay (such as pumps, light plants, etc.) may be paid in accordance with ADOT section 109.04(D) (3).

5. The Blue Book regional adjustment will apply in determining rental rates.

D. Material:

Allowable material charges may include, in addition to material incorporated in the work material used to mitigate the delay such as barricades, plates, shoring, cold mix, etc. Except in emergencies the Contractor will not employ such material without the prior written approval of the Engineer.

E. Labor:

1. Except for Supervisory Personnel (Superintendent, Project Engineer, and Foremen), labor wages will not be paid after the first one-half day of claimed delay or impact. It is expected the Contractor will reassign or layoff unneeded employees.

2. For Foreman wages to be included, that Foreman must have been actively employed on the project prior to the commencement of the delay and be directly responsible for the activity being delayed.

3. Labor burden must be actual amounts incurred but must not exceed the ADOT approved rate.

F. All costs (equipment, material, and labor) must be substantiated by the City of Chandler's Daily Work Reports.

IV. DOCUMENT REQUIRED FOR CLAIM ANALYSIS:

For purposes of reviewing the Contractor's request for additional compensation, it will be required that the Contractor submit the following listed information. Information requested must be prepared on forms which are substantially similar to the City of Chandler's Daily Work Report form, a copy of which is attached as an exhibit.

A. Labor:

For each employee, laborer, and foreman, for which compensation is requested: Name, classification, dates of work performed, daily hours worked, total hours worked, labor rates, labor burden rates, overtime or premium time charges. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Certified payroll reports for the period of work claimed.
2. Accounting of Fringe Benefits – certified by a CPA.
3. Contractor's and Subcontractor's daily field reports and daily diaries.

B. Materials:

For all materials for which compensation is requested, if any, total quantities of materials, prices, extensions and transportation costs must be provided on a daily

basis. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Invoices for all materials incorporated.
2. Weigh tickets.
3. Purchase orders.
4. Delivery schedules.
5. Quotes or proposals from manufacturers or supplier.
6. Freight bills, Bills of Lading, or other documentation to show transportation costs.
7. Restocking charges-invoices from vendor.

C. Equipment:

For all equipment, the Contractor must provide the Engineer with the designation, dates and hours of usage, dates and hours of standby, if any, daily hours, total hours, rental rates and extension for each unit of equipment and machinery. Rental rates will be as established in Section III. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Owned:
   a. Purchase contracts(s).
   b. Depreciation schedule(s).
   c. Invoices for fuel, lube, repairs and other operating costs.

2. Leased:
   a. Lease agreement with hourly rate, overtime rate, double shift rate, etc.
   b. Invoices or other documentation showing hours worked on a daily basis.

D. Subcontractors/Owner-Operators:

In the event the Contractor submits a claim which includes requests for compensation for Subcontractors of Owner-Operators, the same information requested of the Contractor must be provided by the Subcontractor/Owner-Operator. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Bid/Estimate work sheets and/or spreadsheets.
2. Subcontract Agreements or Agreements with Owner-Operator.
3. All invoices and billing statements received from the Subcontractor/Owner-Operator which relates to the amount requested.

E. Miscellaneous:

Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Evidence of payment for bonds and insurance premiums (MAG 109.5.6).

2. Taxes – unless the Contractor can show otherwise, taxes are reimbursable at 65% of the total cost (less bonds and insurance).

V. TIME LIMIT ON SUBMISSIONS OF CLAIM FOR DELAY OR IMPACT DAMAGES:

No claims for delay or impact damages will be considered or allowed more than 45 days after the event or occurrence which the Contractor claims gives rise to the delay or impact. In no event will a claim for delay or impact damages be considered after submission by the Contractor of the Final Payment Request.

COST REDUCTION INCENTIVE PROPOSALS FOR DESIGN BID BUILD AGREEMENTS

The Contractor may submit to the Engineer proposals for modifying the Plans, Specifications, or other requirements of the Agreement for the sole purpose of reducing the total cost of Project construction. The proposals must not impair in any manner the essential functions or characteristics of the project; including but not limited to service life, economy of operations, ease of maintenance, desired appearance, compatibility with existing or planned equipment, standardization of systems, or design and safety standards.

It must not be inferred from this Policy that the Engineer is required to consider any proposal submitted.

Submissions that propose changes in the basic design of a bridge, propose changes in pipe line size, materials, bedding conditions, pipe specifications; or that propose any change in pavement design will not be considered.

Proposals submitted pursuant to this Policy will be identified as Cost Reduction Incentive Proposals. They must be submitted in writing and, at a minimum, contain the following.

1. Complete the attached or similar cost reduction incentive proposal form.

2. A description of both the existing Agreement Requirements for performing the work and the proposed changes.

3. All Engineering Drawings and computations necessary for the thorough and expeditious evaluation.

4. An itemization of the existing Agreement Requirements that must be changed if the Proposal is adopted and a recommendation as to the manner in which the change should be made.

5. A detailed estimate of the cost of performing the Work under the existing Agreement and under the proposed changes, including the cost of developing and implementing the changes.

6. The Agreement items affected by the proposed changes and any variations in quantities resulting from the changes.

7. An objective estimate of any effects the proposal will have on collateral cost to the City, costs of related items, and cost of maintenance and operation.

8. A statement as to the effect that the Proposal will have on the time for the completion of the Project.

9. A statement as to the time by which a Change Order adopting the Proposal must be executed or when the Engineer must have given verbal approval.

Proposals will be processed expeditiously; however, the City will not be liable for any delay in acting upon any Proposal nor for any failure to accept any Proposal pursuant to this Special Provision.

The Engineer will be the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of the Proposal. The Contractor will be notified in writing by the Engineer as to whether his/her Proposal has been accepted. The decision by the Engineer is final.

When the City deems such action to be appropriate, it reserves the right to require the Contractor to share equally in the cost to the City of investigating, evaluating, and processing the proposal as a condition for the consideration of such Proposal. Such cost must be shared whether the Proposal is accepted or rejected. When such a condition is imposed, the City will estimate these costs and the Contractor must indicate his acceptance thereof in writing. Such acceptance will authorize the City to deduct the Contractor's share of the costs from any monies due or that may become due to the Contractor under the Agreement.

If the Contractor's Proposal is accepted in whole or in part, the necessary Agreement Modifications and Agreement Price Adjustments will be affected by the execution of a Change Order which will specifically state that it is executed pursuant to this Special Provision.

The Contractor must continue to perform the work in accordance with the requirements of the Agreement until a Change Order incorporating the Proposal has been executed or until he/she has been given verbal approval by the Engineer that his/her Proposal has been accepted. If the Change Order has not been executed or he/she has not been given verbal approval on or before the date specified on the attached cost reduction incentive proposal form or on or before such other date as the Contractor may have subsequently specified in writing, the Proposal may be deemed to be rejected.

The executed Change Order will incorporate the changes in the Plans, Specifications, or other requirements of the Agreement which are necessary to permit the Proposal, or such part of it which has been accepted, to be put into effect, and will include any condition – upon which the City's approval thereof is based, if such approval is conditional. The executed Change Order may also extend the time for the completion of the Agreement if such an extension has been deemed to be warranted by the Engineer as a result of his evaluation of the Proposal.

The executed Change Order will also establish the estimated net savings in the cost of performing the Work attributable to the Proposal effectuated by the Change Order. In determining the net savings, the right is reserved to the Engineer to disregard the Agreement bid prices if, in his/her judgment, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted. The net savings will be established by determining the Contractor's cost of performing the Work, taking into account his/her cost of developing the Proposal and implementing the change, and reducing this amount by any ascertainable collateral costs to the City. The executed Change Order may provide that the Contractor be paid 50 percent of the estimated net savings amount.

The executed Change Order may also provide for the adjustment in Agreement prices. Agreement prices may be adjusted by subtracting the City's share of the accrued net savings.

The amount specified to be paid to the Contractor in the executed Change Order which effectuates a Cost Reduction Proposal will constitute full compensation to the Contractor for the Cost Reduction Proposal and the performance of the work thereof pursuant to the said Change Order.

Upon acceptance of a Cost Reduction Incentive Proposal, any restrictions imposed by the Contractor on its use or on disclosure of the information will become void, and the City thereafter will have the right to use all or any part of the Proposal without obligation or compensation of any kind to the Contractor.

COST REDUCTION INCENTIVE PROPOSAL FORM

TO: CIP City Engineer

FROM:

PROJECT NAME: **Dr. AJ Chandler Park Renovation Phase 1**

CITY PROJECT NUMBER: **CA2402.251**

DATE:

Summary of Change (Brief description of proposed change including advantages and disadvantages):

ESTIMATED COST SUMMARY (Attached detailed estimate):

A.	Original Cost:	$
B.	Proposed Cost:	$ _____
C.	Construction Savings (A-B):	$ _____
D.	Gross Savings (Included OH %, Bond %)	$ _____
E.	Contractor Implementing	$_____
F.	City Implementing Cost:	$_____
	Reduction in Agreement Price (C+D-E-F) x 50%:	$ _____

Date by which a Change Order must be issued so as to obtain maximum cost reduction:

CITY OF CHANDLER, ARIZONA
PUBLIC WORKS & UTILITIES DEPARTMENT

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona
Date _____

Project Name: Dr. AJ Chandler Park Renovation Phase 1
City Project No.: CA2402.251

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the total compensation of $_____, as set out in the final pay application, as full and complete payment under the terms of the Agreement, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____ 20____.

_____
CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____ 20 _____.

_____
Notary Public

_____
My Commission Expires

PERFORMANCE BOND

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Agreement amount)

KNOW ALL MEN BY THESE PRESENTS THAT:_____

(hereinafter "Principal"), and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____(hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated

the _____ day of _____, 20___ for construction of **Dr. AJ Chandler Park Renovation Phase 1, CA2402.251** which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, and conditions of the Agreement during the original term of the Agreement and any extension of the Agreement, with or without notice of the Surety, and during the life of any guaranty required under the Agreement, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Agreement that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Agreement amount)

KNOW ALL MEN BY THESE PRESENTS THAT:_____

(hereinafter "Principal"), as Principal, and _____(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____ (hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the _____ day of _____, 20___ for construction of **Dr. AJ Chandler Park Renovation Phase 1**, **CA2402.251** which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said Agreement, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

DISPUTE RESOLUTION

A. INFORMAL DISPUTE RESOLUTION

The parties to the Agreement agree that time is of the essence in relation to performance of the Agreement and completion of the Project, therefore any and all disputes in relation to the Agreement will initially be referred to the Project Manager, the Design Professional Representative and/or the Contractor Representative as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative ("DRR") process set forth below, which is intended to be an expedited process.

B. DISPUTE RESOLUTION REPRESENTATIVE ("DRR") PROCESS

1. The Parties under the Agreement agree that all claims and disputes in relation to the Project which are not resolved in the ordinary course of the Project ("Claim" or "Claims") will, as a prerequisite to any mediation, or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the "DRR Process").

2. The DRR Process will be initiated through service of a DRR Notice as set forth below:

   a. For claims by the Contractor or the Design Professional, the DRR Process will be initiated by the party asserting the claim serving written notice on the City setting forth in detail: (i) the basis for the claim; (ii) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project;
   (iii) the specific relief requested, the amount thereof, and how such was calculated; (iv) the parties involved in the Claim, and how they are involved; (v) the specific Agreement provisions in the Agreement Documents (including, if applicable, drawings and specifications) which apply; and (vi) efforts made to date to resolve the Claim.

   b. For claims by the City, the DRR process will be initiated by the City providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Agreement Documents that apply, and the relief requested.

   c. The DRR Notice will be hand-delivered and e-mailed to the other parties' designated Dispute Resolution Representatives.

3. The other parties will respond in writing to the DRR Notice ("DRR Response") within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning. The DRR Response will be hand-delivered and e-mailed to the other parties' Dispute Resolution Representatives.

4. The designated Dispute Resolution Representatives for the Parties to the claim will then meet as soon as possible and in any event within twenty (20) calendar days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

5. At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.

6. The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

7. Unless otherwise designated in a written notice to the other parties, the City and the representatives of the Contractor and of the Design Professional will act as the parties' designated Dispute Resolution Representatives.

8. If a resolution of the Claim is reached, that resolution must be set forth in writing and must be signed by the Parties' designated Dispute Resolution Representative. If the resolution involves a change in any Agreement Documents, the Agreement Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties must execute an appropriate written Change Order or Amendment pursuant to the terms of the Agreement Documents.

C. MEDIATION

1. Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under B (4) above, or after the DRR is terminated pursuant to B (5) above, whichever is earlier, will be submitted to mediation as a condition precedent to litigation by either party.

2. The mediation will be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar days of the written demand, either party may make a request to the Civil Presiding Judge of the Maricopa County Superior Court to appoint a mediator. The mediation will occur within forth (40) calendar days of the written demand for mediation, unless the parties agree, in writing, to a longer period of time.

3. The qualifications for the mediator will be that he/she be: (a) an experienced mediator, arbitrator or litigator of construction disputes; and (b) having engaged a significant portion of his/her time involving and/or resolving construction disputes for at least the past five (5) years.

4. Each party will provide to the other party and the mediator all of the information and documentation required under B(1) and (2) above, together with any additional information and documentation which the party believes relevant. In addition, the parties will exchange, and provide to the mediator

such additional memoranda, information and/or documentation, as the mediator may request, and in the form and at such times, as the mediator may direct.

5. The parties will share the mediator's fee and any filing fees equally. The mediation will be held in Chandler, Arizona, unless another location is mutually agreed upon. Agreements reached in mediation will be specifically enforceable in any court having jurisdiction thereof.

D. LITIGATION

Any claim arising out of or related to the Agreement, except Claims relating to aesthetic effect and except those claims waived as provided for in the Agreement Documents, must be resolved through litigation in the Maricopa County, Arizona Superior Court.

CITY OF CHANDLER, ARIZONA
PUBLIC WORKS & UTILITIES DEPARTMENT

CERTIFICATE OF COMPLETION

PROJECT NAME:	**Dr. AJ Chandler Park Renovation Phase 1**		
CITY PROJECT NO.:	**CA2402.251**		
If Federally Funded:			
FEDERAL NO.:		**ADOT NO:**	

(*This section to be completed by Prime*)
I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER FOR THIS PROJECT HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE AGREEMENTOR UNDER THE AGREEMENT HAVE BEEN COMPLETED AS OF THE COMPLETION DATE LISTED HERE:

FINAL ACCEPTANCE DATE:	

PRIME CONTRACTOR:

FIRM NAME:			
PRINCIPAL:			
TITLE:			
SIGNATURE:		DATE:	

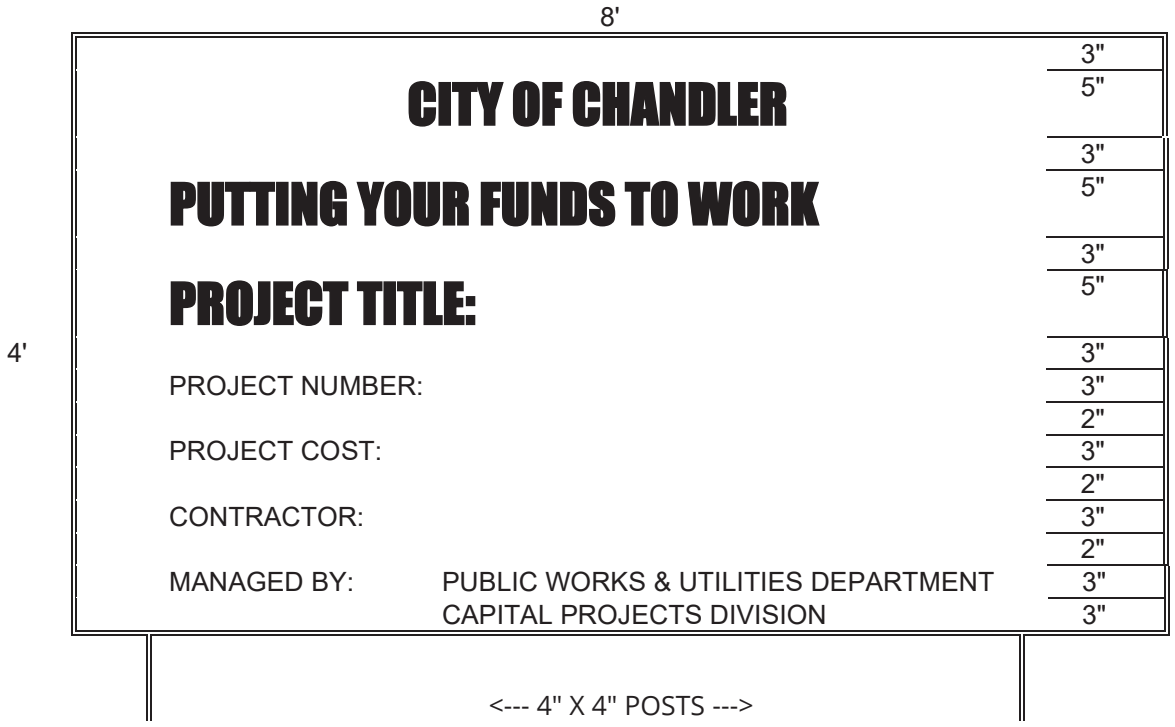
CERTIFIED BY [*INSERT NAME AND TITLE OF PARTY THAT OVERSEES CONSTRUCTION*]:

FIRM NAME:			
SIGNATURE:		DATE:	

PROJECT ACCEPTED BY CITY OF CHANDLER:

NAME:			
SIGNATURE:		DATE:	

CONSTRUCTION SIGN DETAIL



NOTES:

SIGN(S) MUST BE FURNISHED AND ERECTED PRIOR TO COMMENCEMENT OF CONSTRUCTION. POSTS MUST BE ANCHORED A MINIMUM OF TWO FEET INTO THE GROUND. BOTTOM OF SIGN MUST BE A MINIMUM OF FOUR FEET ABOVE THE GROUND.

TYPICAL PROJECT IDENTIFICATION SIGN FOR GENERAL PROJECTS MUST BE NON-REFLECTORIZED GREEN BACKGROUND, AND NON-REFLECTORIZED WHITE LETTERS AND NUMERALS.

ONE SIGN MUST BE ERECTED FOR BUILDINGS AND OTHER LIMITED AREA SINGLE SITES. FOR MULTIPLE SITES, ONE SIGN MUST BE ERECTED AT EACH SITE.

FOR LINEAR PROJECTS ONE HALF MILE OR LONGER, PLACE ONE SIGN AT EACH END OF THE PROJECT.

COST OF THE WORK

(APPLICABLE SOLELY TO CONSTRUCTION MANAGER AT RISK AND JOB ORDER CONTRACTING)

SECTION 1 – COSTS TO BE REIMBURSED

1.1 Cost of the Work

The term Cost of the Work will mean costs necessarily incurred by Contractor in the proper performance of the Work. Such costs must be at rates not higher than the standard paid at the place of the Project except with prior consent of City. The Cost of the Work will include only the items set forth in this Section 1.

1.2 Labor Costs

1.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with City's approval, at off-site workshops. Cost to be reimbursed will be the actual wages paid to the individuals performing the work.

1.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with City's approval. No Contractor personnel stationed at the Contractor's home or branch offices will be charged to the Cost of the Work. Non-field office based Contractor management and support personnel are expected to provide service and advice from time to time throughout the job and his/her time devoted to Project matters is considered to be covered by the Contractor's Fee.

1.2.3 Wages and salaries of Contractor's supervisory or administrative personnel who would normally be stationed at the field office in accordance with Section 1.2.2 but who become engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of his/her time required for the Work. Employee bonuses and/or costs associated with Employee Stock Ownership Plans ("ESOP") will not be considered reimbursable labor or labor burden costs and will be considered non-reimbursable costs considered to be covered by the Contractor's Fee.

1.2.4 Costs paid or incurred by Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holiday, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 1.2.1 through 1.2.3.

1.2.4.1 Cost of the Work will include the actual net cost to Contractor for worker's compensation insurance attributable to the wages chargeable to the Cost of Work per this Agreement. The actual net cost of worker's compensation must take into consideration all cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, assigned risk pool rebates, any applicable weekly maximums, etc. Contractor may charge an estimated amount for worker's compensation insurance costs, but will make appropriate cost adjustments to actual costs within 45 days of receipt of actual cost adjustments from the insurance carrier.

1.2.4.3 Overtime wages paid to salaried personnel (if approved in advance in writing by City) will be reimbursed at the actual rate of overtime pay paid to the individual. No time charges for overtime hours worked on the Project will be allowed if the individual is not paid for the overtime worked.

1.2.4.4 Any overtime premium or shift differential expense to be incurred by Contractor for hourly workers will require City's advance written approval before the incremental cost of the overtime premium or shift differential will be considered a reimbursable cost. If the Contractor is required to work overtime as a result of an inexcusable delay or other coordination problems caused by the Contractor or anyone he/she is responsible for, the overtime premium and/or shift differential expense portion of the payroll expense and related labor burden costs will be considered as cost not to be reimbursed.

1.2.4.5 Reimbursable labor burden costs will be limited to payroll taxes, worker's compensation insurance, the employer's portion of union benefit costs for union employees working on the Project, and the actual verifiable fringe benefit costs incurred by Contractor for non-union individuals working on the Project subject to the following maximum percentages for the following reimbursable non-union fringe benefit costs. The following maximums (as a percentage of reimbursable actual wages by individual) will apply for each of the following types of fringe benefit costs specifically attributable to each of the non-union personnel working on the Project:

- Medical Insurance, Dental, Life & AD&D Insurance: 12.00%
- Holiday, vacation and other paid time not worked: 10.00%
- Pension Plan Contributions to Vested Employee Account, Simplified Employee Pension Plans, or 401K matching plans (Note: ESOP related costs are covered by the Contractor Fee) 10.00%

For non-union personnel, no other fringe benefit costs (other than the three specific categories listed immediately above, will be considered reimbursable Cost of Work. Any labor burden costs that are in excess of the amounts considered reimbursable or are otherwise not considered reimbursable under the terms of this agreement are intended to be covered by the Contractor Fee.

1.3 Subcontract Costs

1.3.1 Payments made by Contractor to Subcontractors in accordance with the requirements of the subcontracts.

1.3.2 For Scope of Work Bid Packages typically performed by Subcontractors, Contractor may "self- perform" such work on an actual cost basis subject to an agreed upon Guaranteed Maximum Price for the "self-performed work". The Contractor must, unless agreed to by City in writing, bid his/her proposed guaranteed Maximum Price for the work to be "self-performed" against at least three other interested trade Contractors. All savings under any such Subcontract for "self-performed work" must be applied to reduce the Cost of Work under the Agreement and the Guaranteed Maximum Price. For purposes of defining "self-performed work" subject to this provision, any division of Contractor, or any separate Contractor or Subcontractor that is partially owned or wholly owned by the Contractor or any of his/her employees or employee's relatives will be considered a related party entity

and will be subject to this provision regarding "self-performed work". No self-performed work will be allowed to be performed on a Fixed Price basis.

1.3.3 Contractor (with respect to its Suppliers, Subcontractors and all lower tier Subcontractors) must provide City advance written notice and must obtain City's approval for any proposed Subcontract Change Order, Material Purchase Order, or other financial commitment in an amount in excess of $5,000 prior to placing such order or entering into such agreement (regardless of whether or not any such commitment will affect the prime Agreement Guaranteed Maximum Cost). It is agreed that sums applicable to any Subcontract Change Order, Purchase Order or other financial commitment entered into in violation of the above notice and approval requirement will not be included in the amounts owning to Contractor, Subcontractors or Suppliers whether as Costs of the Work or as reasonable termination costs in the event of termination.

1.4 Costs of Material and Equipment Incorporated in the Completed Construction

1.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

1.4.2 Costs of materials described in the preceding Subparagraph 1.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, in any, will become City's property at the completion of the Work or, at City's option, may be sold by the Contractor. Any amounts realized from such sales must be credited to City as a deduction from the Cost of Work.

1.4.3 Proceeds from the sale of recyclable materials, scrap, waste, etc. will be credited to job cost.

1.5 Costs of Other materials and Equipment, Temporary Facilities and Related Items

1.5.1 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers, that are provided by the Contractor at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by Contractor. Cost for items previously used by Contractor will mean fair market value.

1.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by Contractor at the site, whether rented from Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented will be subject to City's prior written approval.

1.5.2.1 The Projected usage for each piece of equipment to be rented for use on the Project and the estimated total rentals must be considered by Contractor before the piece of equipment is rented so that an appropriate rent versus buy decision can be made. Purchased equipment must be considered "job owned". At the completion of the Project, Contractor must transfer title and possession of all remaining job-owned equipment to City, or Contractor may keep any such equipment for an appropriate fair market value credit to job cost, which will be mutually agreed to by City and Contractor.

1.5.2.2 Each piece of equipment to be rented must have hourly, daily, weekly and monthly rates and the most economical rate available will be reimbursed based on the circumstances of actual need and usage of the piece of equipment while it is stationed at the jobsite. When the piece of equipment is no longer needed for the work, no rental charges will be reimbursed if the piece of equipment remains at the jobsite for the convenience of Contractor.

1.5.2.3 Equipment Rental Rates

1.5.2.3.1 Compensation for equipment used on the Project will be paid in accordance with the Equipment Plan submitted by Contractor in the accepted GMP Proposal and no payments will be made in excess of the rates set forth in the Equipment Plan, or actual documented costs, whichever is less.

1.5.2.3.2 All equipment rental rates and costs are subject to City's right to audit when submitted as part of Equipment Plan and/or at any time during the Project.

1.5.2.4 The aggregate rentals chargeable for each piece of Contractor owned tools or equipment must not exceed 50% of the fair market value of such equipment at the time of its commitment to the Work. The original purchase price and date of purchase of the equipment will be documented with a copy of the purchase invoice for the piece of equipment. Such aggregate limitations will apply and no further rentals will be charged even if a piece of equipment is taken off the job and is later replaced by a similar piece of equipment. For purposes of computing the aggregate rentals applicable to aggregate rental limitations, rental charges for similar pieces of equipment will be combined if the pieces of equipment were not used at the same time.

1.5.2.5 Fair market value for used material and equipment as referred to in the Agreement Documents will mean the estimated price a reasonable purchaser would pay to purchase the used material or equipment at the time it was initially needed for the job. Note: This is usually lower than the price a reasonable purchaser would pay for similar new construction material or construction equipment.

1.5.2.6 All losses resulting from lost, damaged or stolen tools and equipment will be the sole responsibility of Contractor, and not City, and the cost of such losses will not be reimbursable under the Agreement.

1.5.2.7 Contractor will be required to maintain a detailed equipment inventory of all job-owned equipment (either purchased and charged to job cost or job-owned through aggregate rentals) and such inventory must be submitted to City each month. For each piece of equipment, such inventory should contain at a minimum (1) original purchase price or acquisition cost (2) acquisition date (3) approved Fair Market Value at the time the piece of equipment was first used on the job and (4) final disposition.

1.5.2.8 All costs incurred for minor maintenance and repairs will be reimbursed at actual cost. Such costs include routine and preventative maintenance, minor repairs and other incidental costs. Repairs and/or replacement of a capital nature are considered to be covered by the rental rates. Major repairs and overhauls are not considered routine and ordinary; consequently such costs are not reimbursable and are intended to be covered by the rental

rates.

1.5.3 Costs of removal of debris from the Site.

1.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

1.5.5 That portion of the reasonable expenses of Contractor's personnel incurred while traveling in discharge of duties connected with the Work.

1.5.5.1 No travel expenses will be reimbursed to Contractor's representatives unless Project related travel required them to travel to a destination more than 100 miles from the Project location. Any travel involving airfare will require advance written approval by an authorized City's representative.

1.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the City.

1.5.7 Reproduction costs will be the actual costs of reproduction subject to a maximum of five cents ($.05) per square foot for prints and a maximum of five cents ($.05) per 8 ½ by 11-inch page for offset print or photo copied agreement documents, specifications, etc. Telephone costs will be the actual costs paid to the third party telephone company for the field office telephone.

1.6 Miscellaneous Costs

1.6.1 That portion of insurance and bond premiums that can be directly attributed to the Agreement. The City will reimburse Contractor for contractually required bond at time of first pay application for GMP and Cost-Based Agreements upon receipt of proof of payment from the Contractor. If the Contractor completes Work for less than the Agreement Price, Contractor must credit the City a pro- rated amount for the unused portion of the bond payment

1.6.1.1 Contractor's actual cost for insurance will be considered to be included within the Maximum limit for General Conditions Costs. All premiums for any insurance and bonds required for the Project must reflect the net actual costs to Contractor after taking into consideration cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, assigned risk pool rebates, refunds, etc.

1.6.1.2 The amount to be reimbursed to Contractor for all contractually required insurance will be actual costs not to exceed a total of 2% of the Agreement Value, unless Contractor establishes to City's satisfaction that the actual cost is higher and City agrees to such actual higher cost in writing. If Contractor's cost of contractually required insurance is greater than the amount agreed to be reimbursed per this Agreement Provision, the difference will be considered to be covered by the Contractor's Fee. The City will reimburse Contractor for contractually required insurance on a monthly basis for GMP and Cost-Based Agreements. If Contractor can demonstrate substantial savings by paying for all insurance in advance, the City may agree to reimburse all insurance costs at time of first pay

application for GMP and Cost-Based Agreements with proof of payment from Contractor.

1.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work.

1.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which Contractor is required by the Agreement Documents to pay.

1.6.4 Fees of laboratories for tests required by the Agreement Documents, except those related to defective or nonconforming Work and which do not fall within the scope of ¶ 1.7.3 below.

1.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Agreement Documents; the cost of defending suites or claims for infringement of patent rights arising from such requirement of the Agreement Documents; and payments made in accordance with legal judgments against Contractor resulting from such suites or claims and payments of settlements made with City's consent. However, such costs of legal defenses, judgments and settlements must not be included in the calculation of the Contractor's Fee or subject to the Guaranteed Maximum Price.

1.6.6 Data processing costs related to the Work. However, any such data processing costs will be limited to the cost of personal computer hardware used at the field office in the normal day to day administration, management and control of the Project. The aggregate charges for any such hardware must not exceed the Fair Market Value of the hardware at the time it was brought to the field office. If the total charges for any particular piece of hardware reach an amount equal to the Fair Market Value, that particular piece of hardware must be turned over to City whenever it is no longer needed for the Project. If Contractor elects to keep the particular piece of hardware, the job costs must be credited with a mutually agreeable amount which will represent the Fair Market Value of the particular piece of hardware at the time it was no longer needed for the job. Software or other costs associated with the use of computer programs will not be considered to be a reimbursable cost and will be considered to be covered by the Contractor's Fee.

1.6.7 Deposits lost for causes other than Contractor's negligence or failure to fulfill a specific responsibility to City as set forth in the Agreement Documents.

1.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between City and Contractor, reasonably incurred by Contractor in the performance of the Work and with City's prior written approval; which approval will not be unreasonably withheld.

1.6.9 Expenses incurred in accordance with Contractor's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if pre-approved by City in writing. If City authorizes the reimbursement of relocation costs, the reimbursable relocation expenses will be limited to a maximum of $50,000 per person. Any relocation cost incurred by Contractor in excess of the amount reimbursed by City will be considered to be covered by the Contractor's Fee.

1.7 Other Costs and Emergencies

1.7.1 Other costs incurred in the performance of the Work if and to the extent approved in

advance in writing by City.

1.7.2 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

1.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by Contractor, Subcontractors or Suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of Contractor and only to the extent that the cost of repair or correction is not recoverable by Contractor from insurance, sureties, Subcontractors or Suppliers.

1.8 Related Party Transactions

1.8.1 The term "related party" will mean a parent, subsidiary, affiliate or other entity having common ownership or management with Contractor; any entity in which any stockholder in, or management employee of, Contractor owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of Contractor. The term "related party" includes any member of the immediate family of any person identified above.

1.8.2 If any of the costs to be reimbursed arise from a transaction between Contractor and a related party, Contractor must notify City in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If City, after such notification, authorizes in writing the proposed transaction, then the cost incurred will be included as a cost to be reimbursed, and Contractor must procure the Work, equipment, goods or service from the related party, as a Subcontractor. If City fails to authorize the transaction, Contractor must procure the Work, equipment, goods or service from some person or entity other than a related party.

SECTION 2 – COSTS NOT TO BE REIMBURSED

2.1 The Cost of Work must not include:

2.1.1 Salaries and other compensation of Contractor's personnel stationed at Contractor's principal office or offices other than the site office, except as specifically provided in Subparagraphs 1.2.2 and 1.2.3.

2.1.2 Expenses of Contractors' principal office and offices other than the site office.

2.1.3 Overhead and general expenses, except as may be expressly included in Section 1.

2.1.3.1 Costs of Contractor's home office computer services or other outside computer processing services will be considered overhead and general expense. Accordingly, Contractor should not plan to perform any such computer related services or alternatives at the field office when such services or functions can be performed at Contractor's home or branch offices, or other outside service locations.

2.1.4 Contractor's capital expenses, including interest on Contractor's capital employed for the Work.

2.1.5 Rental costs of machinery and equipment, except as specifically provided in subparagraph 1.5.2.

2.1.6 Except as provided in Subparagraph 1.7.3 of the Agreement, costs due to the negligence or failure to fulfill a specific responsibility of Contractor, Subcontractors and Suppliers or anyone directly or indirectly employed by any of them or for whose acts of them may be liable.

2.1.7 Any cost not specifically and expressly described in Section 1.

2.1.8 Costs, other than costs included in Change Orders approved by City that would cause the GMP to be exceeded.

SECTION 3 – DISCOUNTS, REBATES, REFUNDS AND SAVINGS

3.1 Cash discounts obtained on payments made by Contractor will accrue to City if (1) before making the payment, Contractor included them in an Application for Payment and received payment therefore from City, or (2) City has deposited funds with Contractor with which to make payments; otherwise, cash discounts will accrue to Contractor. Trade discounts, rebates, refunds and amounts received from sales or surplus materials and equipment will accrue to City, and Contractor must make provisions so that they can be secured.

3.1.1 Cost of the Work will be credited with all insurance policy discounts, performance and payment bond rebates or refunds, refunds or return premiums from any Subcontractor default insurance, refunds or rebates from any Contractor controlled insurance programs applicable to the Project, merchandise rebates of any nature, refunds of any nature, insurance dividends; and a portion of any volume rebates or free material credits earned with purchase of material or other goods and services charged to the job.

3.1.2 "Cash" discounts which may accrue to Contractor will be limited to a maximum of 1.5% of invoice cost. Any portion of "Cash" discounts greater than 1.5% will automatically accrue to City if Contractor is eligible to take advantage of the discounts.

3.2 Amounts that accrue to City in accordance with the provisions of Paragraph 3.1 will be credited to City as a deduction from the Cost of the Work.

3.3 Any and all savings on the GMP, or any separately guaranteed items comprising the GMP, will belong to City, subject to any express right in the Agreement for Contractor to share in savings. Savings are subject to City's right to audit, and may be audited separately.

SECTION 4 – GENERAL CONDITIONS COSTS

4.1 General Conditions Costs may include, but are not limited to, the following types of costs incurred by Contractor during construction of the Work to the extent they are reimbursable Costs of the Work as delineated above: payroll costs for Work conducted at the site, payroll costs for the superintendent and full-time general foremen, payroll costs for management

personnel resident and working on the site workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), administrative office personnel, costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the site, costs of liability insurance premiums not included in labor burdens for direct labor costs, costs of bond premiums, costs of consultants not in the direct employ of Contractor or Subcontractors, fees for permits and licenses.

4.2 General Conditions Costs may be paid on a percentage of the Agreement Price or on a lump/stipulate sum basis as set forth in the Agreement. All costs included in the General Conditions Costs will not be separately invoiced to or paid by City.

4.3 The total amount of General Conditions Costs for the Work may be divided by the number of days allowed for performance of the Work, to determine a fixed daily rate for General Conditions Costs that may be used in computing the General Conditions Costs allocated to any period of time, or for any adjustments in the General Conditions Costs agreed to in writing by City.

LANDSCAPE ESTABLISHMENT PERIOD

Section 1 – Description and General

Contractor is in direct control of work performed under the Landscape Establishment Period. If work is subcontracted, a representative of the Contractor will be present at the site of the work for all hours that the subcontractor works. Subcontracting of Landscape Establishment work will be permitted for weed eradication with herbicides, because of special licensing. A licensed temporary service may be used to supply labor to Contractor if Contractor has received approval from City Representatives. Contractor will submit the required subcontract documentation.

Contractor must provide adequate personnel to accomplish the required maintenance of the plant materials at intervals acceptable to City Representatives.

If not healthy at the end of the maintenance period, the maintenance must be continued until the plant material is approved by City.

1.1 Time and Schedule

Unless otherwise expressly agreed to in writing by City, the Landscape Establishment Period will be per General Conditions Section 6.5.4.

1.2 Planted Stock and Seeding Establishment

1.2.1 Tree planting and staking must be per City of Chandler Standard Detail C-801.

1.2.2 All trees will stand erect on their own without stakes when brought to this site. If the tree cannot stand on its own when nursery stakes are removed, the tree will be removed and replaced.

1.3 Pre-Emergent Herbicide and Weed Control

1.3.1 Contractor will provide three applications of an approved pre-emergent herbicide on all unpaved areas of the project, as directed by City Representatives, to control weed growth in all areas of the project. The number of applications may be increased as directed by the City Representative, and at no additional cost to City, if the City Representative deems additional applications are required to control weed growth.

1.3.2 Application sequence will be approved in advance by City. The first application of pre-emergent will be completed prior to the application of Decomposed Granite and will be included with the cost of the Decomposed Granite as specified and part of the Construction Phase portion of work. The second application of pre-emergent will be completed after installation of the Decomposed Granit and no later than half-way through the Landscape Establishment Period. The third and final application of pre-emergent will be applied 15 days prior to completion of the Landscape Establishment portion of the project. The second and third pre-emergent applications will be included with the cost of Landscape Establishment. Watering will be completed in accordance with the manufacturer's recommendations, as included and as related to each application.

1.3.3 The pre-emergent herbicide will be applied in accordance with the Technical Specifications and the recommendations of the pre-emergent herbicide manufacturer, as approved by City Representatives.

1.3.4 The control of weeds will be accomplished by the use of herbicides. Manual removal of weeds will be required, after herbicides have taken affect.

1.3.5 Contractor is responsible for the removal and disposal of all trash and debris that during the Landscape Establishment Period. Contractor will keep the project in a neat and orderly manner during the duration of the Landscape Establishment Period.

1.4 Water

The water used during Landscape Establishment to properly maintain the plant material will be furnished by City, at designated sources from within the project limits, at no charge to Contractor. Contractor will be responsible for all equipment, materials and labor necessary to load, transport and unload water for watering purposes.

1.5 Plant Material Replacements

The plant material replacement will be considered as included in the work for Landscape Establishment, and will be made at no charge to the City.

1.5.1 Shrub and Plant Replacement - During the second half of the Landscaping Establishment period, Contractor will provide, where required, plant replacements as follows:

Original Size	**Replacement Size**
1 gallon	5 gallon
5 gallon	15 gallon
15 gallon	24-inch box
36-inch box	48-inch box

1.5.2 Tree Replacement – During the second half of the Landscape Establishment Period, Contractor will provide plant material replacements for existing plants that die as follows:

Existing Plant Material Sizes	**Replacement Size**
Trees:	
2-inch Caliper	24-inch box
4-inch Caliper	36-inch box
6-inch Caliper and greater	54-inch box
Shrubs:	
All Existing Shrubs	15 gallon

1.6 Measurement and Payment

See Technical Specifications for Measurement Payment provisions.

EXHIBIT F

SUBCONTRACTOR DOCUMENTS WITH CM@RISK

Any subcontractor assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the CM@RISK and their subcontractors, and do not apply to the Agreement between the CM@RISK and the City.

N/A

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
INSURICA Insurance Services, LLC
4686 E. Van Buren St, #310
Phoenix AZ 85008

CONTACT NAME: Certificates
PHONE (A/C, No, Ext): 602-273-1625 **FAX (A/C, No):** 602-273-0212
E-MAIL ADDRESS: certs@INSURICA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B : Imperium Insurance Company	35408
INSURER C : Continental Insurance Company	35289
INSURER D : Pacific Insurance Company, Limited	10046
INSURER E :	
INSURER F :	

INSURED WILLCON03C
Willmeng Construction, Inc.
1702 E. Highland Ave., Suite 450
Phoenix AZ 85016

COVERAGES **CERTIFICATE NUMBER:** 1113033012 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X $10k per occ [ ] Deductible GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	MWZY31366724	5/31/2024	5/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	MWTB31366824	5/31/2024	5/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	ARUIICCX000005702	5/31/2024	5/31/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	MWC31366624	5/31/2024	5/31/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D	Excess over Primary Excess Pollution Liability Professional Liability	Y Y	Y Y	7018677299 13CPIGD7603	5/31/2024 5/31/2024	5/31/2025 5/31/2025	Exc: Ea Occ/Agg Pollution Limits Professional Limit	$10M / $10M *SEE BELOW *SEE BELOW

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Pollution/Professional Liability - Deductible $25,000, : Pollution, Each Condition/Aggregate: $5,000,000/$5,000,000 / Professional - Retro Date 5/19/2013, Claims Made/Aggregate: $5,000,000/$5,000,000. Certificate Holder is defined as additional insured with respects to the general, auto, excess and pollution liability if required or agreed to in a written contract subject to all provisions and limitations of the policy. General, auto, excess and pollution liability coverage is primary and non-contributory. A Waiver of subrogation in favor of Certificate Holder applies to the general, auto, excess and pollution liability and employers liability/workers compensation if required or agreed to in a written contract subject to all provisions and limitation of the policy. Per attached forms: CG2033 12/19; CG2010 12/19; CG2037 12/19; CG2001 12/19; PCA048 10/13; CG2404 05/09; PCA024 10/13; SKWDCX2057 05/22; WC000313 & WC420304B 6/14(TX); CG2503 05/09; CL0005 10/15; CL2836 01/16; CL2824 10/15.
RE: City Project CA2402.251, Dr. AJ Chandler Park Renovation, 3 S. Arizona Ave., Chandler, AZ 85225. Additional Insured: City of Chandler its officers, See Attached...

CERTIFICATE HOLDER

City of Chandler
Public Works & Utilities Department
PO Box 4008, Mail Stop 407
Chandler AZ 85244-4008

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: WILLCON03C

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
INSURICA Insurance Services, LLC	Willmeng Construction, Inc. 1702 E. Highland Ave., Suite 450 Phoenix AZ 85016
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

officials, agents, and employees. Waiver of subrogation in favor of the additional insured.
Separation of Insured provided according to the policy terms and conditions of each policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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2. "Bodily injury" or "property damage" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where required by Written Contract or Agreement	All Locations under Written Contract or Agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where required by Written Contract or Agreement	All Locations under Written Contract or Agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):
All persons or organizations where required by written contract.

A. **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, paragraph **1. Who Is An Insured** is amended to include the person(s) or organization(s) shown in the above Schedule as an additional “insured”, but only with respect to "accidents" arising out of your work while being performed for such person(s) or organization(s).

B. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This policy's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to the “insured” person(s) or organization(s) shown in the above Schedule provided that:

1. Such “insured” is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any persons or organizations requiring a waiver of transfer of rights of recovery pursuant to the terms of any contract or agreement you enter into with such person or organization
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:
All persons or organizations as required by contract or agreement

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

SCHEDULE
Person or Organization: When required by written contract or agreement
Additional Premium $

A. The following is added to **SECTION III. CONDITIONS**:

Waiver Of Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against the person or organization shown in the **SCHEDULE** above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the **SCHEDULE** above.

B. For the purposes of this endorsement, the following definition are added to **SECTION IV – DEFINITIONS:**

"Auto" means:

1. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".

"Loading or unloading" means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
2. While it is in or on an aircraft, watercraft or "auto"; or
3. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

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"Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
   a. Power cranes, shovels, loaders, diggers or drills; or
   b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph **1., 2., 3.** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
   a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
   b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in Paragraph **1., 2., 3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo.

   However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
   a. Equipment designed primarily for:
      (1) Snow removal;
      (2) Road maintenance, but not construction or resurfacing; or
      (3) Street cleaning;
   b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
   c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

"Products-completed operations hazard":

a. Includes all "injury or damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
   (1) Products that are still in your physical possession; or
   (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      (a) When all of the work called for in your contract has been completed.
      (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

      Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

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b. Does not include “injury or damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products completed operations are subject to the General Aggregate Limit of the General Liability Coverage Part.

"Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired;

and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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POLICY NUMBER: **MWC 31366624**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

BLANKET COVERAGE AS REQUIRED BY WRITTEN CONTRACT

DATE OF ISSUE:

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization

   (**X**) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   ALL TEXAS OPERATIONS

3. Premium:
   The premium charge for this endorsement shall be **0** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: **INCLUDED**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **05-31-2024** Policy No. **MWC 313666 24** Endorsement No.

Insured **WILLMENG CONSTRUCTION, INC.** Premium $ **INCL.**

Insurance Company **OLD REPUBLIC INSURANCE COMPANY**

Countersigned By Craig R. Smiddy

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INSURED COPY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): The projects as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I – Coverage A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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1. If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
2. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. An "insured" must submit all "claims", "professional incidents", "protective incidents", "pollution incidents" and "pollution injuries" for defense and indemnity to any other applicable or potentially applicable insurance. When any other insurance has a duty to defend a "claim", we will have no duty to pay "claim expense". If no such other insurance defends the "claim" and we have an obligation to pay "claim expense" under this insurance, we will have the right to control the defense of an "insured" with counsel of our mutual agreement as set forth in **SECTION V – CONDITIONS,** Paragraph **3. Defense of Claim.**

19. Additional Insureds (Applicable to Coverage Parts D, F and G Only)

This Policy extends coverage to "additional insureds" under **COVERAGE D - CONSTRUCTION JOB SITE POLLUTION, COVERAGE F – CONSTRUCTION RELATED TRANSPORTATION POLLUTION,** and **COVERAGE G – NON-OWNED DISPOSAL SITE POLLUTION.** Coverage for "additional insureds" is extended:

a. Only when a Limit of Insurance for such Coverage Part is shown in the Declarations; and

b. With respect to the "additional insured's" liability resulting solely from "covered operations" or "completed operations" at a "construction jobsite", "transportation" to or from a "construction jobsite", or disposal of waste or materials generated at a "construction jobsite" performed by an "insured" or by those acting on behalf of an "insured" other than the "additional insured"; and

c. Only for the period of time required by the written contract or written agreement, or written permit or written license, between the "insured" and "additional insured".

Coverage for "additional insureds" shall not exceed the lesser of the applicable Limit of Insurance available under this Policy or the Limit of Insurance required by written contract or written agreement, or written permit or written license, between the "insured" and the "additional insured."

If coverage under this Policy is extended to an "additional insured" under this **SECTION V - CONDITIONS,** Paragraph **19.,** subject to all limitations set forth herein, the "additional insured" will be deemed an "insured" under this Policy.

SECTION VI – EXTENDED REPORTING PERIODS (CLAIMS MADE AND REPORTED COVERAGES)

This Section applies to any Coverage Part or endorsement to this Policy issued on a Claims Made and Reported basis.

1. Basic Extended Reporting Period

We will provide a basic "extended reporting period", as described below, if:

a. This Policy is canceled or not renewed by us for any reason other than nonpayment of premium, fraud or misrepresentation; or

b. We renew or replace this Policy with insurance that does not apply to "claims", "protective indemnity claims", "professional incidents", "pollution incidents" or "pollution injury" that would be covered under this Policy.

c. Subject to **SECTION VI – EXTENDED REPORTING PERIODS,** Paragraphs **1a.** and **1b.** above, a basic "extended reporting period" is automatically provided without additional charge. This period starts with the end of the "policy period" and lasts for 90 days.

The basic "extended reporting period" does not apply to "claims", "protective indemnity claims", "professional incidents", or "pollution incidents" that are covered under any subsequent insurance providing coverage to an "insured", or that would be covered by the subsequent insurance, except for exhaustion of limits.

2. Supplemental Extended Reporting Period

We will provide a supplemental "extended reporting period" at the written request of the first Named Insured made no later than 60 days after the end of the "policy period." The supplemental "extended reporting period" will be provided by endorsement to this Policy for an additional premium charge. The endorsement shall set forth all terms and conditions applicable to the supplemental "extended reporting period".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

CONTRACTORS PROFESSIONAL AND PROTECTIVE INDEMNITY PLUS (CPPI+)

SECTION V. - CONDITION Other Insurance Item **18 c.** is deleted and replaced with the following:

c. The coverage afforded under this Policy for an "additional insured" is primary and non-contributory to any other insurance available to such "additional insured" when required by written contract or written agreement between the "insured" and the "additional insured" executed prior to a "claim" or "pollution incident" involving such "additional insured". However, to the extent that the "additional insured" is named as an additional insured on another insurance policy that also provides primary and non-contributory coverage, we shall share with that other insurance as follows:

1. If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

2. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

CONTRACTORS PROFESSIONAL AND PROTECTIVE INDEMNITY PLUS (CPPI+)

SECTION V - CONDITIONS, paragraph **11. Subrogation** is deleted and replaced with the following:

11. Subrogation

In the event of any payment under this Policy, an "insured" will execute and deliver all requested instruments and papers to us and take whatever other actions are reasonably necessary and requested by us to exercise our rights of subrogation. An "insured" will do nothing to waive or prejudice our rights of subrogation. We will have priority over an "insured" in allocation of any recovery, and any amounts recovered in excess of our total payment and our cost of recovery will be paid to the "insured". The Policy Aggregate Limit of Insurance will be reinstated by the amount recovered by us, less our cost of recovery.

We waive our rights of subrogation under this Policy only to the extent such a waiver is required by written contract or written agreement executed by an "insured" prior to a "claim", "protective indemnity claim", "pollution incident", "professional incident", or "protective incident".

All other terms and conditions remain unchanged.

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EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY): 3/6/2025

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS INSURICA Insurance Services, LLC 4686 E. Van Buren St, #310 Phoenix, AZ 85008	**PHONE (A/C, No, Ext):** 602-273-1625 **FAX (A/C, No):** 602-273-0212 **E-MAIL ADDRESS:** certs@INSURICA.com
COMPANY NAME AND ADDRESS Selective Insurance Company of America 40 Wantage Avenue Branchville, NJ 07890	**NAIC NO:** 12572 IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH
CODE:	**SUB CODE:**
AGENCY CUSTOMER ID #: WILLCON03C	
NAMED INSURED AND ADDRESS Willmeng Construction, Inc. 1702 E. Highland Ave, Suite 450 Phoenix AZ 85016	**POLICY TYPE** BUILDERS RISK - Monthly Reporting **LOAN NUMBER** **POLICY NUMBER** S2506334 **EFFECTIVE DATE** 05/31/2024 **EXPIRATION DATE** 05/31/2025 ☐ CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S)	**THIS REPLACES PRIOR EVIDENCE DATED:**

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☒ **BUILDING OR** ☐ **BUSINESS PERSONAL PROPERTY**

LOCATION / DESCRIPTION
BUILDERS RISK ~ Special Form, MONTHLY REPORTING FORM-Locations as reported
See Attached...

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION PERILS INSURED: ☐ BASIC ☐ BROAD ☒ SPECIAL ☐

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: **$** 70,000,000 DED: SEE REMARKS

	YES	NO	N/A	
☐ BUSINESS INCOME ☒ RENTAL VALUE	X			If YES, LIMIT: included ☐ Actual Loss Sustained; # of months:
BLANKET COVERAGE		X		If YES, indicate value(s) reported on property identified above: $ as reported
TERRORISM COVERAGE	X			Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			X	
IS DOMESTIC TERRORISM EXCLUDED?			X	
LIMITED FUNGUS COVERAGE	X			If YES, LIMIT: 150,000 DED: 25,000
FUNGUS EXCLUSION (If "YES", specify organization's form used)	X			
REPLACEMENT COST	X			
AGREED VALUE			X	
COINSURANCE		X		If YES, %
EQUIPMENT BREAKDOWN (If Applicable)	X			If YES, LIMIT: 70,000,000 DED: SEE REMARKS
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	X			If YES, LIMIT: Included DED: SEE REMARKS
- Demolition Costs	X			If YES, LIMIT: 2,000,000 DED: SEE REMARKS
- Incr. Cost of Construction	X			If YES, LIMIT: 2,000,000 DED: SEE REMARKS
EARTH MOVEMENT (If Applicable)	X			If YES, LIMIT: 10,000,000 DED: 25,000
FLOOD (If Applicable)	X			If YES, LIMIT: 25,000,000 DED: 25,000
WIND / HAIL INCL ☒ YES ☐ NO Subject to Different Provisions:		X		If YES, LIMIT: 70,000,000 DED: 25,000
NAMED STORM INCL ☒ YES ☐ NO Subject to Different Provisions:		X		If YES, LIMIT: 70,000,000 DED: 25,000
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	X			

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

☐	CONTRACT OF SALE	☐	LENDER'S LOSS PAYABLE	☒	LOSS PAYEE
☐	MORTGAGEE	☐			

NAME AND ADDRESS

City of Chandler
Public Works & Utilities Department
PO Box 4008, Mail Stop 407
Chandler, AZ 85244-4008

LENDER SERVICING AGENT NAME AND ADDRESS

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: WILLCON03C

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
INSURICA Insurance Services, LLC	Willmeng Construction, Inc. 1702 E. Highland Ave, Suite 450 Phoenix AZ 85016
POLICY NUMBER S2506334	
CARRIER: Selective Insurance Company of America / NAIC CODE: 12572	EFFECTIVE DATE: 05/31/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 28 **FORM TITLE:** EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

REMARKS:

LIMITS /DEDUCTIBLES:
Ded: $25,000 / Site Work/Infrastructure Work - Ded $5,000
Ded: Interior Water Damage $25,000 for projects under $25M; $50,000 for projects over $25M
Property In Transit: $1,000,000 / Temporary Storage or Off-Site Fabrication: $1,000,000

Construction Type:	Limit:	Deductible:
Frame	$7,000,000	$25,000
Joisted Masonry	$70,000,000	$25,000
Non-Combustible	$70,000,000	$25,000
Masonry Non-Combustible	$70,000,000	$25,000
Site Work & Infrastructure	$40,000,000	$5,000

Earth Movement includes Collapse except "sinkhole collapse"
Earth Movement and Flood limits and deductibles subject to location zones
Hot & Cold Testing is included
Expediting Expenses $500,000
Jobsite Trailer Contents $300,000
Sewer or Drain Back up $500,000
Debris Removal 25% + $250,000
Soft Costs and Loss of Rents are included in the limits by construction type.
Additional Soft Costs: $100,000 / Deductible: $25,000
City of Chandler is Loss Payee with respect to City Project CA2402.251, Dr. AJ Chandler Park Renovation, 3 S. Arizona Ave, Chandler, AZ 85225.

LOCATION/DESCRIPTION:

BLANKET Endorsements:
Owner & Mortgagee are Loss Payee
30 Day Notice of Cancellation to Mortgagee
Waiver of Subrogation Applies
Permission to Occupy is Granted

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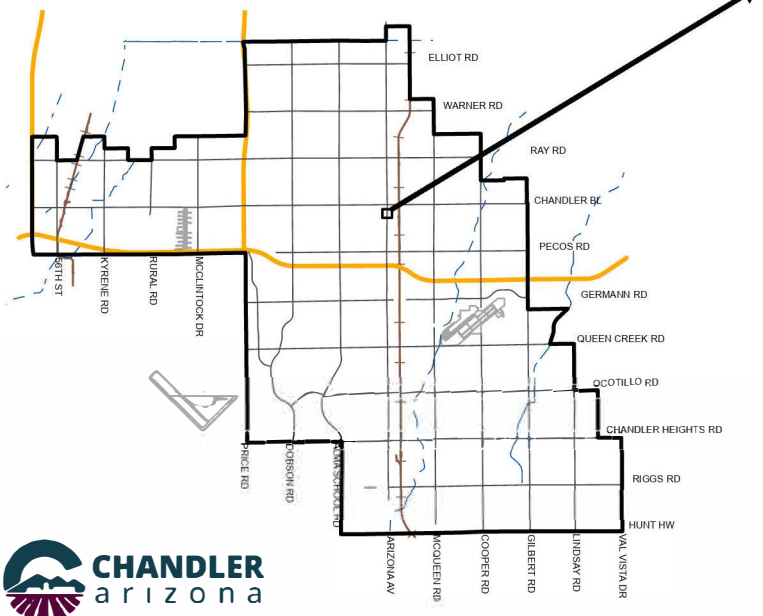

DR. A.J. CHANDLER PARK RENOVATION PHASE 1 PROJECT NO. CA2402.251

MEMO NO. CP25-095

PROJECT AREA

CHANDLER arizona

NTS

ChanGIS

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CHANDLER arizona
Community of Innovation

City Council Memorandum Cultural Development Memo No.

Date: March 24, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
From: Kim Moyers, Cultural Development Director
Subject: Resolution No. 5884 adopting a first amendment to the Development Agreement between One Chandler Owner, LLC, and the City of Chandler, approving an extension to the agreement term and an extension for the deadline to commence construction at the property generally located at the northeast corner of Buffalo Street and Arizona Avenue.

Proposed Motion:

Move City Council pass and adopt Resolution No. 5884 adopting a first amendment to the Development Agreement between One Chandler Owner, LLC, and the City of Chandler, approving an extension to the agreement term and an extension for the deadline to commence construction at the property generally located at the northeast corner of Buffalo Street and Arizona Avenue.

Background:

On October 27, 2022, City Council approved Resolution No. 5036, adopting the provisions of a development agreement and purchase agreement between One Chandler Owner, LLC, and the City of Chandler for the sale and redevelopment of City-owned real property located at the northeast corner of Buffalo Street and Arizona Avenue, known as "Site 7". The site comprises 1.686 acres and is adjacent to private property owned by One Chandler Owner, LLC, to the north. The assemblage of both properties allowed for a more robust, higher-density project.

The Development Agreement includes a proposed mixed-use project consisting of 290 units of housing, 13,000 square feet of office space, 16,000 square feet of retail space, and a self-contained parking structure.

Discussion:

Since the approval of the Development Agreement, the developer has completed its first two deadlines: submittal of an administratively complete application and 100% civil and building plans.

On December 6, 2024, Jackson Dearborn Partners, LLC, requested a one-year extension to commence construction due to the shifts in the real estate market, including rising interest rates, escalating construction costs, and reduced investor confidence.

This First Amendment to the Development Agreement extends commencement of construction to March 31, 2026, and the overall term of the agreement to March 31, 2030. During the time extension, city staff and the developer will continue with discussions on possible modifications to the project to improve its marketability and feasibility. No changes other than the timeline to begin construction are included in this First Amendment.

Attachments

Resolution 5884

Signed Amendment

RESOLUTION NO. 5884

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ADOPTING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN ONE CHANDLER OWNER, LLC, AND THE CITY OF CHANDLER, APPROVING AN EXTENSION TO THE AGREEMENT TERM AND AN EXTENSION FOR THE DEADLINE TO COMMENCE CONSTRUCTION AT THE PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF BUFFALO STREET AND ARIZONA AVENUE.

WHEREAS, on October 27, 2022, the Chandler City Council approved a development agreement ("Development Agreement") with One Chandler Owner, LLC, ("Developer") which sets forth obligations of the parties with regard to the development of City-owned real property located on the northwest corner of Buffalo Street and Washington Street and (the "Property"), as permitted by Ariz. Rev. Stat. § 9-500.05; and

WHEREAS, in exchange for the Developer's promise to build certain minimum improvements on the Property, the Development Agreement allowed the Developer to purchase City-owned property for a price established within the Development Agreement; and

WHEREAS, because of the economic disruption caused by rapidly changing market conditions, the Developer has requested to amend the Development Agreement to extend the deadline to commence construction until March 31, 2026 and to also extend the overall term of the agreement until March 31, 2030; and

WHEREAS, the City Council finds that it is in the best interest of the City of Chandler to execute the proposed amendment to the Development Agreement.

NOW, THEREFORE, BE IT RESOVED that the City Council of the City of Chandler, Arizona, as follows:

Section 1. Approves the amendment that is attached to this Resolution as Exhibit A.

Section 2. Authorizes the Mayor to execute such amendment in a form substantially similar to that form attached to this Resolution as Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of March, 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5884 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of March, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

WHEN RECORDED MAIL TO:

One Chandler Owner, LLC
Attn: Christopher R. Saunders
510 South Neil Street
Champaign, IL 61820

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

(SITE 7)

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "**Amendment**") is made and entered into as of _____ __, 2025 ("the "**Effective Date**"), by and between the City of Chandler, an Arizona municipal corporation ("**City**"), and One Chandler Owner, LLC, a Delaware limited liability company ("**Developer**").

RECITALS

A. City and Developer are parties to that certain Development Agreement dated October 27, 2022, titled "Development Agreement Site 7," recorded with the Maricopa County Recorder's Office on November 16, 2022, as document number 20220840583 (the "**Agreement**"), with respect to certain real property located in Maricopa County, Arizona, as more particularly described in the Agreement.

B. City and Developer have agreed to modify the Agreement, as more particularly set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as set forth below.

1. Definitions. All terms with initial capital letters used herein but not otherwise defined shall have the respective meanings set forth in the Agreement.

2. Construction Deadlines. The second row from the bottom of the Construction Deadlines chart in Section 3.1(f) of the Agreement is hereby deleted in its entirety and replaced with the following:

"

Developer's Commencement of Construction ("Construction Commencement")	March 31, 2026, or sooner if evidenced by written agreement of the parties.

"

3. Term. Section 7.2 is replaced in its entirety with the following language:

The term of this Agreement ("Term") commenced on the Effective Date and will run until March 31, 2030.

4. Miscellaneous. If there is any inconsistency between the Agreement and this Amendment, this Amendment shall control. Except as modified by this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and confirmed. This Amendment may be executed in counterparts, each of which, when taken together, shall constitute one fully executed original. Facsimile signatures and PDF signatures sent by electronic mail shall be binding for all purposes of this Amendment.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the undersigned have executed this Amendment to become effective as of the date first set forth above.

CITY:
CITY OF CHANDLER,
an Arizona municipal corporation

By:_____

Name: Kevin Hartke

Its: Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney TA

DEVELOPER:
ONE CHANDLER OWNER, LLC,
a Delaware limited liability company

By:_____

Name: Christopher R. Saunders

Its: Manager

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 25-007

Date: March 24, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
From: Mikayela Liburd, City Planner
Subject: PLH24-0032/PLH24-0041 Nirvana at Ellis
Adoption of Resolution No. 5883
Introduction and Tentative Adoption of Ordinance No.5120

Request: Area Plan Amendment to the San Tan Area Plan from mixed-use for commercial, office, and specialty retail to multi-family

Rezoning from Planned Area Development (PAD) for Commercial Office to PAD for Multi-Family Residential

Preliminary Development Plan approval for site layout and building architecture

Location: South of the southeast corner of Frye Road and Ellis Street
Applicant: Thomas Gardner

Proposed Motion:

Area Plan

Move City Council approve Resolution No. 5883 San Tan Area Plan Amendment, PLH24-0032, as recommended by Planning and Zoning Commission.

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5120 approving PLH24-0041 Nirvana at Ellis, Rezoning from Planned Area Development (PAD) for Commercial Office to PAD for Multi-Family Residential, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH24-0041 Nirvana at Ellis for site layout and building architecture, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- Subject site is 1.73 acres
- The subject site was rezoned to Planned Area Development (PAD) for office in 2000.
- The subject site was zoned as part of the same rezoning application for the multi-family development to the east and south under the case DVR00-0006, Villa Pallavicini.
- In 2020, the parcel to the north of the subject site was rezoned to multi-family and the area plan was amended (PLH20-0020/PLH20-0021 Town Frye), resulting in the subject site becoming a remnant parcel surrounded by multi-family developments on three sides.
- The San Tan Area Plan designates the subject site as office and specialty retail uses. The proposed amendment to the area plan would redesignate the use of the subject site as multifamily residential.

Surrounding Land Use Data:

North	Multi-family residential	South	Multi-family residential
East	Multi-family residential	West	Ellis Street, then industrial park

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Neighborhoods within Medical/Regional Retail Growth Area	No Change
San Tan Area Plan	Mixed Use	Multi-family Residential

Proposed Development

Proposed Use	Multi-Family Development
Site Area	1.73 acres
Max Density	18 du/acre
Number of Units	29

Setbacks	Front: 25 feet Rear: 10 feet Sides: 10 feet
Proposed Lot Coverage	36%
Open Space	9,965 SF
Proposed Building Height	Two Story, 21 feet
Parking	2 Car Garage Space: 58 Guest Spaces: 15 ADA Parking Spaces: 1 Total: 74 Spaces

Review and Recommendation

The proposed multi-family development is consistent with the General Plan, which allows high-density residential development (12-18 dwelling units per acre) adjacent to regional commercial areas and employment centers. The proposed development features 29 two-story rental units in a contemporary style of architecture consisting of stucco, metal fascia panels, concrete masonry units, and glass.

The property's ingress and egress will be located on Ellis Street, providing the only access to the development. The development will include private, two-car garages for each unit, as well as fifteen (15) guest parking spaces and one (1) ADA parking space. This proposal is compliant with code. The on-site amenities will include a BBQ pit area, a pool and a deck, all centrally located within the development.

The proposed development is surrounded by multifamily developments to the north, east and south. Given this context, Planning staff considers the subject remnant parcel to be well-suited for middle housing, which will provide another housing option for Chandler residents.

Planning staff has reviewed the request and supports the proposal, citing consistency with the General Plan's goals and objectives. The Planning and Zoning Commission recommends approval of the multi-family development subject to conditions.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on November 15, 2024. No one attended other than the applicant.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting February 19, 2025
Motion to Approve

In Favor: 5 Opposed: 0 Absent: 2 (Koshiol, Quinn)

The Planning and Zoning Commission added PDP stipulations 6-8 to the conditions of approval for the proposed development. The stipulations address minimum tree-size planting along Ellis Street and electric vehicle charging requirements.

Recommended Conditions of Approval

Area Plan Amendment

Planning and Zoning Commission recommends the City Council approve the Area Plan Amendment to the San Tan Area Plan from mixed-use commercial, office, and specialty retail to multi-family.

Rezoning

Planning and Zoning Commission recommends the City Council approve the Rezoning from PAD for Office to PAD for Multifamily Residential, subject to the following conditions:

1. The development shall be in substantial conformance with the Development Booklet, entitled "Nirvana at Ellis" and kept on file in the City of Chandler Planning Division in File No. PLH24-0041, except as modified by conditions herein.

2. The site shall be maintained in an orderly manner.

3. Development standards, including a maximum density of eighteen (18) dwelling units per acre, shall be consistent with the Multi-Family Residential (MF-2) zoning district, except as modified by conditions herein.

4. Minimum building setbacks shall be as follows, except that a zero setback

may be applied to a trash enclosure located at the southeast corner of the property.

West setback	25 feet
North setback	10 feet
East setback	10 feet
South setback	10 feet

5. Completion of the construction of all required off-site street improvements including, but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting, to achieve conformance with City codes, standard details, and design manuals.

6. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

7. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s) the developer shall be required to upgrade such landscaping to meet current City Standards.

8. The landscaping and all other improvements in all open-spaces shall be maintained by the property owner or property owner's association and shall be maintained at a level consistent with or better than the time of planting.

9. The landscaping in all rights-of-way shall be maintained by the property owner or property owner's association.

Preliminary Development Plan
Planning and Zoning Commission recommends the City Council approve the Preliminary Development Plan, subject to the following conditions:

1. The development should be in substantial conformance with the Development Booklet, entitled "Nirvana at Ellis" and kept on file in the City of Chandler Planning Division in File No. PLH24-0041, except as modified by conditions herein.

2. The site shall be maintained in a clean and orderly manner.

3. Landscaping plans (including open spaces, street medians, and rights of

ways) shall be approved by the Planning Administrator.

4. Sign packages shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.

5. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

6. All units shall be pre-wired for electrical vehicle charging.

7. Fifty (50) percent of all trees along Ellis Street shall be a minimum of 48" box and a minimum of 12' high at the time of planting.

8. A minimum of two (2) Electric Vehicle charging stations shall be provided.

Attachments

Resolution No. 5883
Ordinance No. 5120
Vicinity Maps
PLH24-0041 Nirvana at Ellis Development Booklet
San Tan Area Plan

RESOLUTION NO. 5883

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ADOPTING AN AMENDMENT TO THE "SAN TAN AREA PLAN" FROM MIXED-USE, COMMERCIAL, OFFICE, SPECIALTY RETAIL TO MULTI-FAMILY ON PROPERTY LOCATED AT THE SOUTHEAST CORNER OF FRYE ROAD AND ELLIS STREET.

WHEREAS, an interest has been expressed in seeking approval of a rezoning request, pending approval of an Area Plan amendment, for a particular development proposal located at the southeast corner of Ocotillo and McQueen roads; and

WHEREAS, the Land Use policies within the Chandler General Plan adopted by the City Council on April 14, 2016, encourage the preparation of Area Plans that address distinct characteristics and support unique land use planning for each area; and

WHEREAS, an existing area plan, the San Tan Area Plan, has been adopted for the area generally bounded by Ellis Road, Frye Road, Pennington Drive and Pecos Road;

WHEREAS, the applicant prepared this amendment to the existing San Tan Area Plan; and

WHEREAS, such an amendment, covering a portion of the adopted Area Plan, including a map, has been prepared by the applicant for consideration by the City Council after having received public input from the Planning and Zoning Commission and property owners at a previous public hearing;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, as follows:

Section 1. That the attached map exhibit, an Amendment to the San Tan Area Plan, as presented to the Planning and Zoning Commission and approved at their public hearing held on February 19, 2025, is hereby adopted as the guideline for future rezoning and development for the area described within it.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

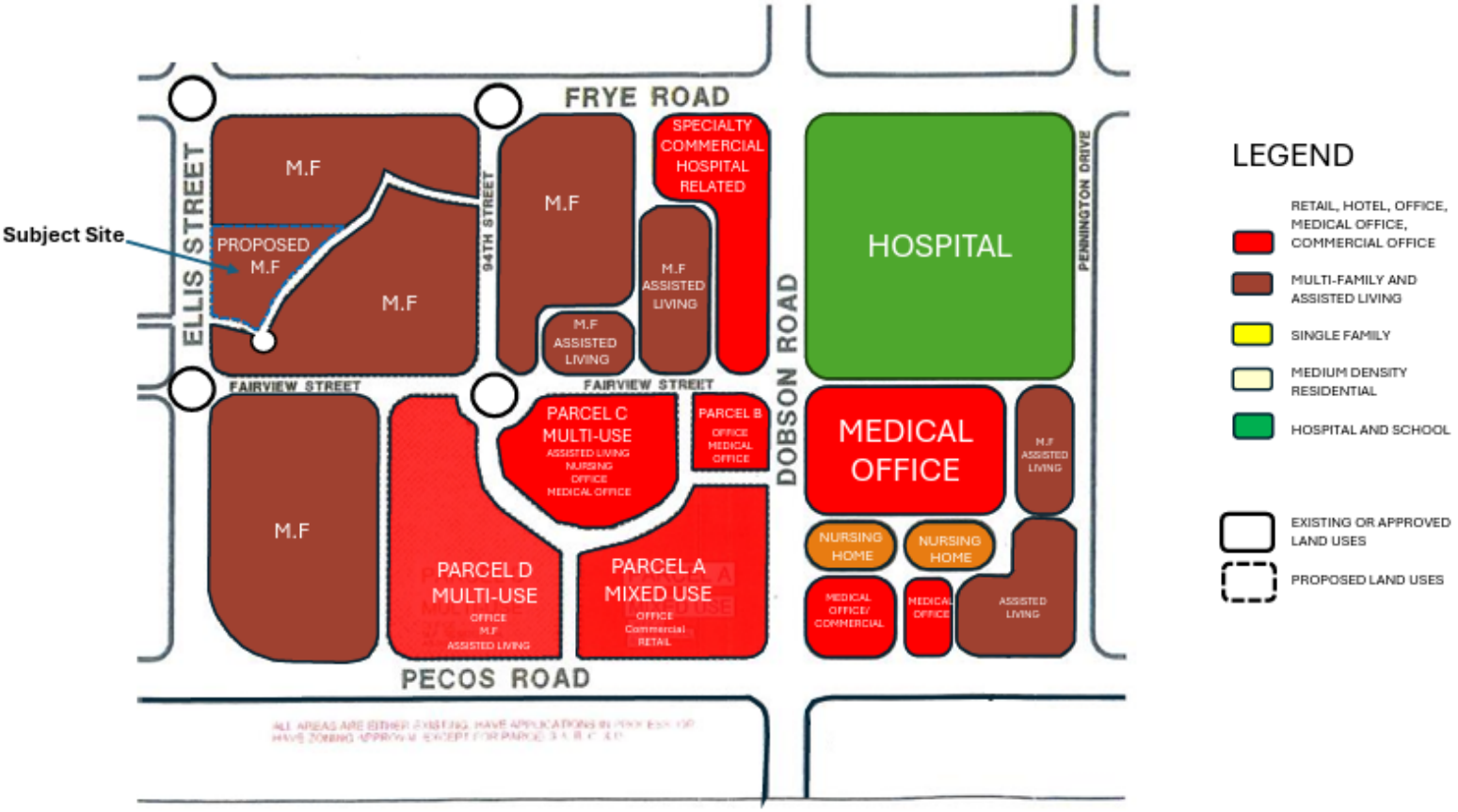
I HEREBY CERTIFY that the above and foregoing Resolution No. 5883 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting was held on the _____ day of _____, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Map Exhibit


Subject Site
FRYE ROAD
ELLIS STREET
94TH STREET
DOBSON ROAD
PENNINGTON DRIVE
FAIRVIEW STREET
FAIRVIEW STREET
PECOS ROAD
M.F
PROPOSED M.F
M.F
M.F
M.F ASSISTED LIVING
M.F ASSISTED LIVING
SPECIALTY COMMERCIAL HOSPITAL RELATED
HOSPITAL
PARCEL C MULTI-USE
ASSISTED LIVING
NURSING
OFFICE
MEDICAL OFFICE
PARCEL B
OFFICE
MEDICAL OFFICE
MEDICAL OFFICE
M.F ASSISTED LIVING
M.F
PARCEL D MULTI-USE
OFFICE
M.F
ASSISTED LIVING
PARCEL A MIXED USE
OFFICE
Commercial
RETAIL
NURSING HOME
NURSING HOME
MEDICAL OFFICE/ COMMERCIAL
MEDICAL OFFICE
ASSISTED LIVING
LEGEND
RETAIL, HOTEL, OFFICE, MEDICAL OFFICE, COMMERCIAL OFFICE
MULTI-FAMILY AND ASSISTED LIVING
SINGLE FAMILY
MEDIUM DENSITY RESIDENTIAL
HOSPITAL AND SCHOOL
EXISTING OR APPROVED LAND USES
PROPOSED LAND USES

ORDINANCE NO. 5120

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM PLANNED AREA DEVELOPMENT (PAD) FOR A COMMERCIAL OFFICE TO PLANNED AREA DEVELOPMENT (PAD) FOR MULTI-FAMILY RESIDENTIAL IN THE CASE PLH24-0041 (NIRVANA AT ELLIS) LOCATED SOUTH OF THE SOUTHEAST CORNER OF FRYE ROAD AND ELLIS STREET WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

WHEREAS, an application for rezoning certain property within the corporate limits of Chandler, Arizona, has been filed in accordance with Article XXVI of the Chandler Zoning Code; and

WHEREAS, the application has been published in a local newspaper with general circulation in the City of Chandler, giving fifteen (15) days' notice of the time, place, and date of public hearing; and

WHEREAS, a notice of such hearing was posted on the property at least seven (7) days prior to the public hearing; and

WHEREAS, the City Council has considered the probable impact of this ordinance on the cost to construct housing for sale or rent; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission as required by the Zoning Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. Legal Description of Property:

EXHIBIT 'A'

Said parcel is hereby rezoned from PAD for a commercial office to PAD for multi-family residential, subject to the following conditions:

1. The development shall be in substantial conformance with the Development Booklet, entitled "Nirvana at Ellis" and kept on file in the City of Chandler Planning Division in file No. PLH24-0041, except as modified by conditions herein.

2. Uses permitted on the property shall be those permitted in the Multiple-Family Residential (MF-2) zoning district.

3. Development standards, including maximum density of eighteen (18) dwelling units per acre, shall be consistent with the Multiple-Family Residential (MF-2) zoning district, except as modified by conditions herein.

4. Minimum building setbacks shall be as follows, except that a zero setback may be applied to a trash enclosure located at the southeast corner of the property:

West setback	25 feet
North setback	10 feet
East setback	10 feet
South setback	10 feet

5. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting, to achieve conformance with City codes, standard details, and design manuals.

6. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

7. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s) the developer shall be required to upgrade such landscaping to meet current City Standards.

8. The landscaping and all other improvements in all open-spaces shall be maintained by the property owner or property owners' association and shall be maintained at a level consistent with or better than at the time of planting.

9. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

Section 2. The Planning Division of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance, or any parts hereof, are hereby repealed.

Section 4. In any case, where any building, structure, or land is used in violation of this Ordinance, the Planning Division of the City of Chandler may institute an injunction or any other appropriate action in proceeding to prevent the use of such building, structure, or land.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and shall have no force or effect.

Section 6. A violation of this Ordinance shall be a Class 1 misdemeanor subject to the enforcement and penalty provisions set forth in Section 1-8.3 of the Chandler City Code. Each day a violation continues, or the failure to perform any act or duty required by this Ordinance or the Zoning Code, shall constitute a separate offense.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5120 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published:

Exhibit “A”

That portion of the Northwest quarter of the Southeast quarter of Section 31, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at South quarter corner of said Section 31;

THENCE North 0 degrees 00 minutes 00 seconds East along the North-South Mid-Section line of said Section 31, a distance of 1732.63 feet to the TRUE POINT of BEGINNING;

THENCE Continuing North 0 degrees 00 minutes 00 East, a distance of 224.52 feet;

THENCE South 89 degrees 53 minutes 56 seconds East, a distance of 352.42 feet;

THENCE South 0 degrees 00 minutes 00 seconds West, a distance of 190.91 feet;

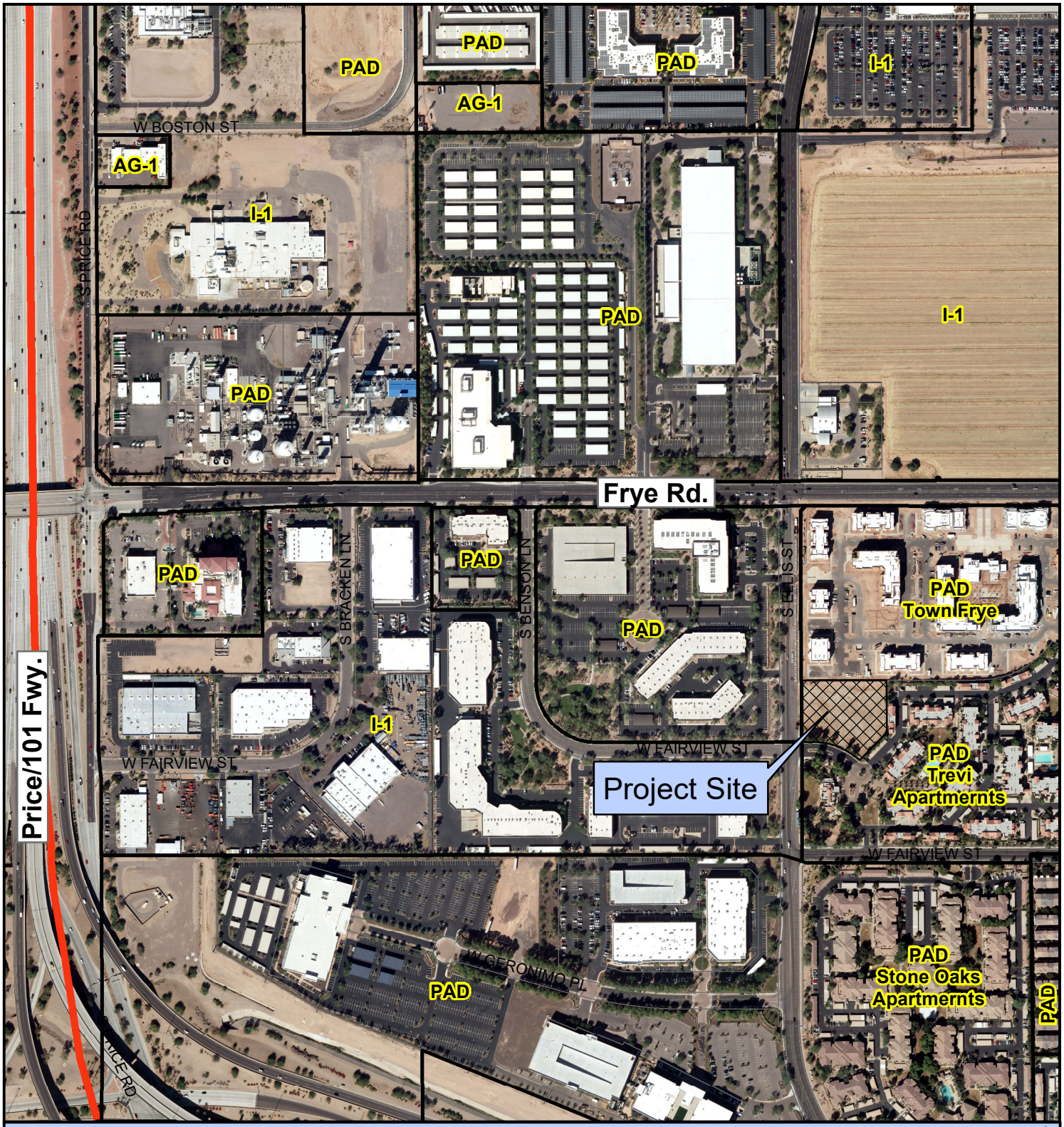
THENCE South 45 degrees 00 minutes 00 seconds West, a distance of 142.22 feet to a point on a non-tangent curve to the left, concave Southwesterly, with a radius bearing South 42 degrees 16 minutes 00 seconds West, a distance of 260.29 feet;

THENCE along said curve to the left, through a central angle of 43 degrees 45 minutes 43 seconds West, a distance of 198.81 feet, to a point of tangency;

THENCE North 90 degrees 00 minutes 00 seconds West, a distance of 70.00 feet, to the TRUE POINT OF BEGINNING.

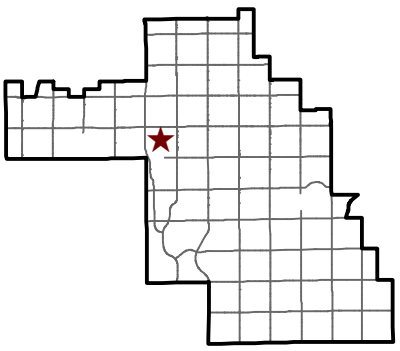
Said parcel is also known as Lot 2, MINOR LAND DIVISION MAP FOR VILLA PALLAVICINI, according to Book 694 of Maps, page 26, records of Maricopa County, Arizona.

APN:303-24-220



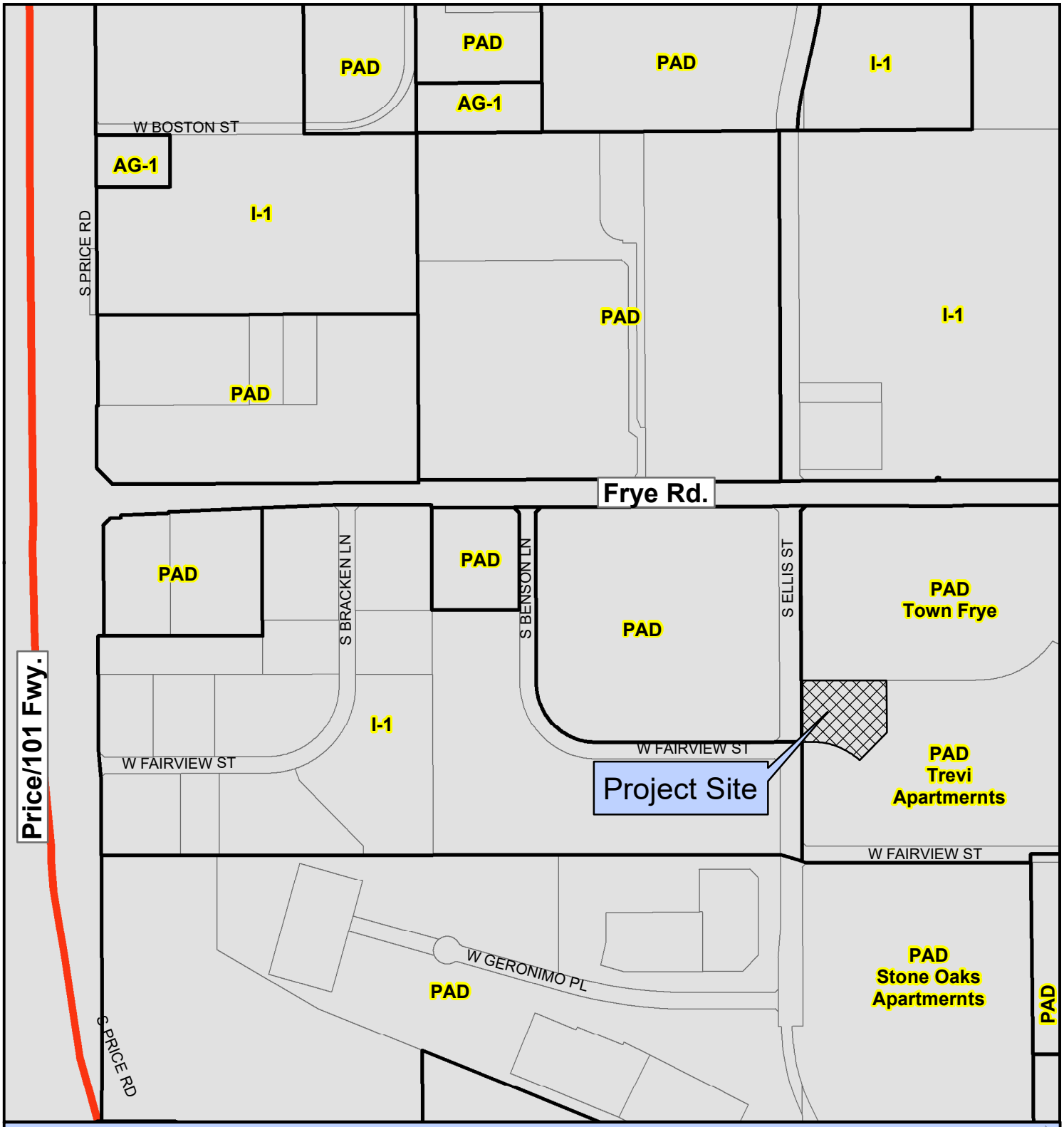
PLH24-0032/PLH24-0041 Nirvana at Ellis

Proposed Project Details
Area Plan amendment/ Rezone to PAD for Multi-Family



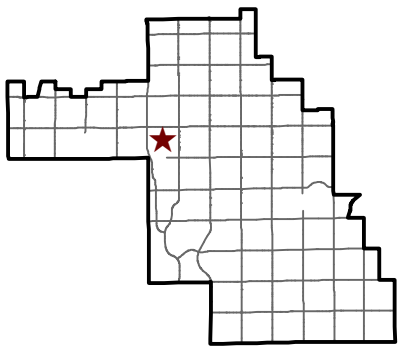
CHANDLER arizona

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLH24-0032/PLH24-0041 Nirvana at Ellis

Proposed Project Details
Area Plan amendment/ Rezone to PAD for Multi-Family



CHANDLER arizona

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

NIRVANA AT ELLIS

PLH24-0041

DEVELOPMENT BOOKLET

TABLE OF CONTENTS

I. NARRATIVE

II. AERIALS

III. SITE PLAN

IV. LANDSCAPE PLAN

V. ELEVATIONS

VI. SITE WALL DETAILS

VII. FLOOR PLANS

VIII. RENDERINGS

Nirvana at Ellis Townhomes

3 March 2025

Honorable City Council
Chandler , Arizona

In Re : Nirvana at Ellis Townhomes (herein "Nirvana")
NEC West Fairview Street and South Ellis Street , Chandler Az , 85224

PLH24-0032 : Area Plan Amendment
PLH24-0041 : Rezoning and Preliminary Development Plan
APN : 303-24-220

Dear Honorable City Council Members of Chandler :

This letter is being sent with accompanying documentation and exhibits to illustrate to you and gain your support for the Nirvana project. Nirvana requires approvals for an Area Plan Amendment , and concurrent Rezoning and Preliminary Development Plan.

Both have been timely filed with the City of Chandler's Planning Division. Additionally , Nirvana as designed enjoys the support the Planning staff and achieved approval of the Planning & Zoning Commission.

We propose a 29 unit rental townhome development on the 1.94 gross acre , vacant site just north of the clubhouse for the Trevi Apartments. This site on the east side of Ellis Street represents the final remaining acreage within the original 40 acre development at the SEC of Frye Road and Ellis Street. The only other uses of this 40 acres are the existing 290 unit Trevi Apartment Homes , and the currently being completed , 420 unit Town Chandler Luxury Apartments.

The Owner and/or Applicant has owned this site continuously since 2003. This site was originally part of the PAD for the Villa Pallavicini Apartments , platted and developed in 2003. The Nirvana site is presently entitled for a 14,600 square foot , two story executive suite-styled office building.

Nirvana at Ellis Townhomes

In 2014 , Villa was sold and renamed Trevi Apartments. Since that time , retail and medical uses have expanded within this area , generally bounded by the Chandler Regional Hospital and Chandler Fashion Mall.

Supporting the medical and retail development and employment growth, other apartment communities have since been developed in this submarket as well. Our studies indicate there is solid demand for the two story townhome product designed for this site , as it is a product type not found in this general trade area.

The site as designed will produce lower density than MF-2 zoning will allow. Even though a relatively small site , it will have a low density feel. The total building footprint (total area under roof) is 27,407 square feet.With a net site acreage of 1.73 acres (75,358 square feet) , the intended lot coverage is 36% That is considerably less than the 45% lot coverage allowed. MF-2 will allow 35 units , or 18 DUA ; we are intending 16 DUA , for a total of 29 units.

The Nirvana at Ellis entrance and exit would both be provided on Ellis Street ; a one way , clockwise drive developed within the interior of the project would provide frontal access to all the units. Every unit would have its own two-car garage , all with direct access to the unit kitchens on the ground floor.

Common areas would include a pool and deck , easily accessible in the middle of the project. A BBQ area is located near the pool and deck amenity. In compliance with code , there will be 6 guest parking spaces , with one additional ADA parking space. Trash will be centralized with dumpster collection services provided.

All 29 residences will be 2 bedroom , 2.5 bath units. All homes will contain 2 bedrooms on the second floor , each with private bathrooms. Another guest half-bath will be located on the first floor. All units would have private patios and balconies.

The units will enjoy 1209 livable square feet : 451sf livable on first floor ; 766sf livable on second floor. Additionally , there are 451sf garages and 55sf in the patios and balconies , respectively.

Nirvana at Ellis Townhomes

Last month's Planning & Zoning meeting resulted in a few additional stipulations ; one of them was to include wiring to accommodate EV charging in all unit garages. Another was to include a dual EV charger in the community , placed ideally for community resident convenience.

Other comments from Staff and Planning & Zoning resulted in the integration of 48" box , twelve foot trees along Ellis Street ; centering the BBQ area nearer the pool and deck amenity ; careful review of and satisfaction for ingress/egress or fire and other essential traffic ; careful review for sidewalks and pathways through community to accommodate pedestrian traffic to and from common areas.

All dwelling units have been designed as two story , in the "up and down" manner of townhouse-style construction. As noted , all units will have their own private balconies and patio backyards.

The project meets setback requirements from both the surrounding neighbors and Ellis Street. The ingress/egress point at Ellis Street allows sufficient room for fire , other emergency vehicular traffic and trash service.

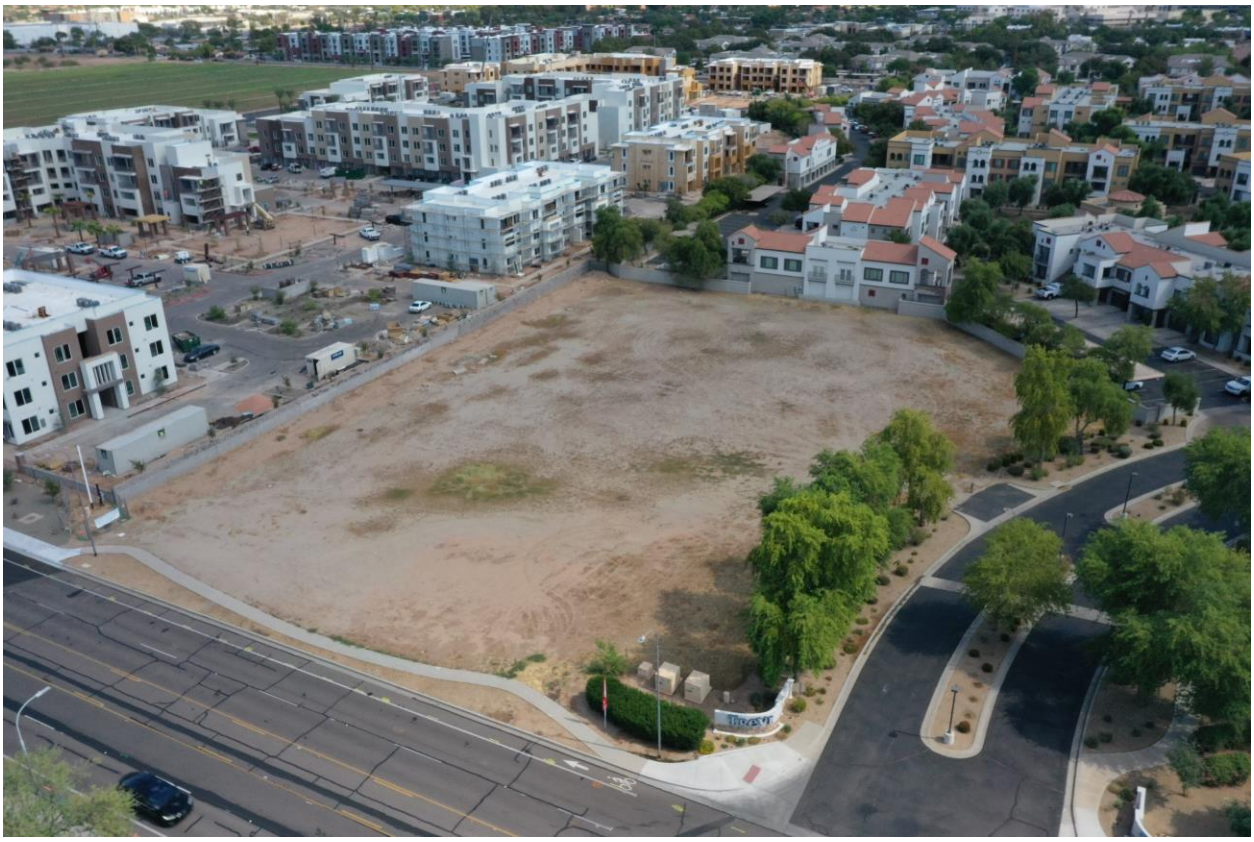
We have chosen a contemporary architectural style. Exterior finishes will include CMU , judicious use of glass , metal facia panels and stucco. Nirvana at Ellis Townhomes is intended to incorporate many of the so-called smart home features typically found in custom , upper-scale single family product.

74 parking spaces will be provided : in addition to 58 garage spaces , there will be 15 guest surface parking spaces and 1 additional ADA space. The site will contain concrete sidewalks and pathways to connect the community to its common areas.

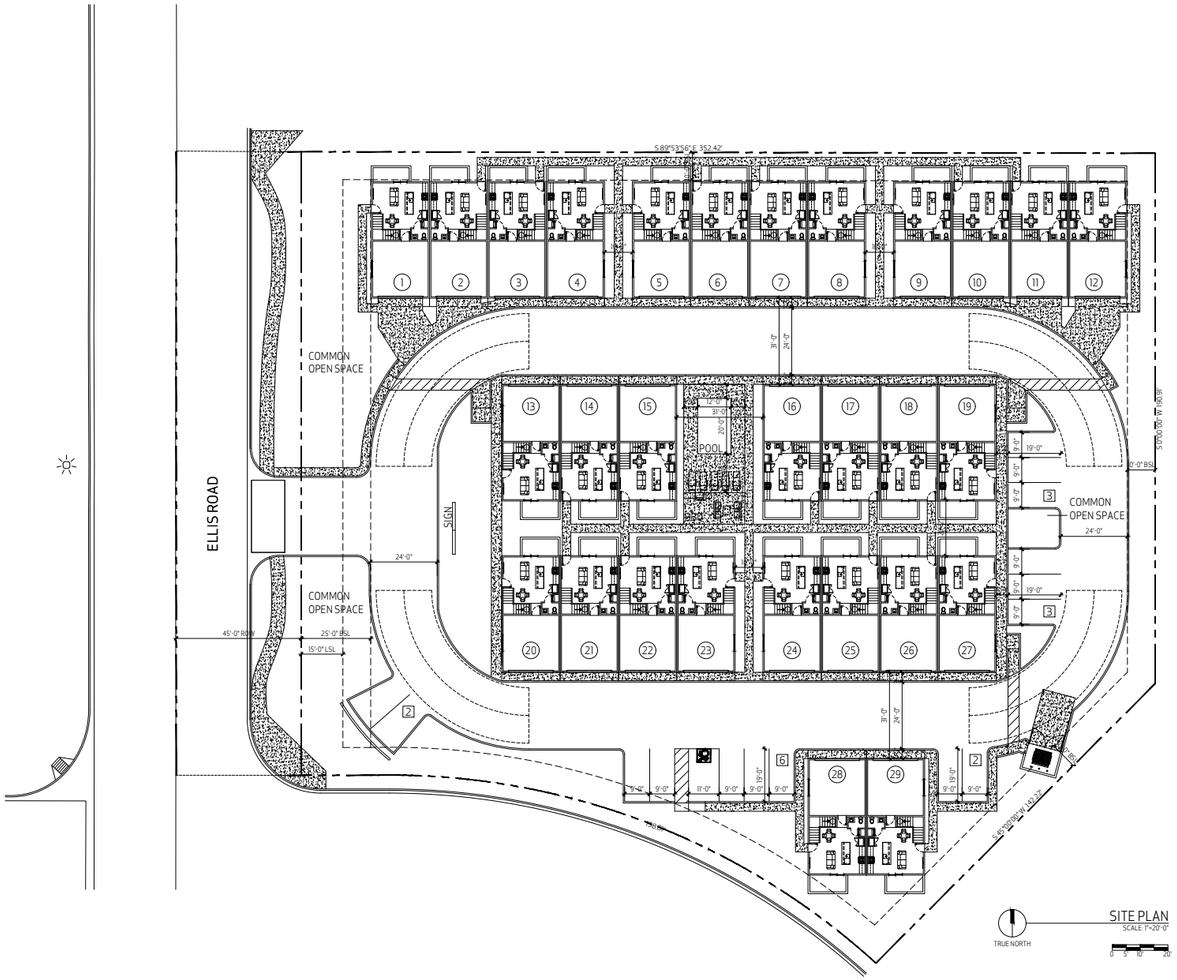
The site is designed for two StormTech underground retention systems. However they will be equalized , so the site is calculated as one site retention/detention system.

Respectfully Submitted

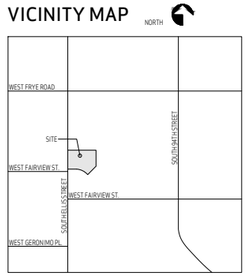
Thomas F Gardner , Applicant



SITE PLAN FOR NIRVANA AT ELLIS PROJECT



VICINITY MAP



CODE REVIEW

AUTHORITY	CITY OF CHANDLER, ARIZONA
CODE	2021 INTERNATIONAL BUILDING CODE
	2021 INTERNATIONAL FIRE CODE
	2021 INTERNATIONAL MECHANICAL CODE
	2021 INTERNATIONAL PLUMBING CODE
	2020 NATIONAL ELECTRICAL CODE
	2021 INTERNATIONAL ENERGY CONSERVATION CODE
	2010 AMERICAN WITH DISABILITIES ACT
	2009 ANSI A117.1
OCCUPANCY	
EXISTING	R2 MULTIFAMILY
PROPOSED	R2 MULTIFAMILY
OCCUPANCY USE	NON-SEPARATED
CONSTRUCTION TYPE	V-B

PARKING SUMMARY

PARKING REQUIRED:

UNITS	TYPE	REQUIRED	TOTAL REQUIRED
(29)	2 BEDROOM 2.5 BATH	2.0 STALL/UNIT	58.0
	GUEST PARKING	.5 STALL/UNIT	16.0
		TOTAL REQUIRED	74.0 SPACES

PARKING PROVIDED:

2 CAR GARAGE SPACE	58.0
GUEST SPACES	15.0
ADA PARKING SPACES	1.0
TOTAL PROVIDED:	74.0 SPACES

PROJECT INFORMATION

PROJECT NAME:	NIRVANA AT ELLIS
ADDRESS:	NEC OF FAIRVIEW AND ELLIS STREET CHANDLER, ARIZONA 85225
APN:	303-24-220
ZONING:	MF-2
LOT:	2
PROPOSED USE:	MULTIFAMILY
NUMBER OF UNITS:	29 UNITS
STORIES:	(2) TWO STORIES
BUILDING HEIGHT:	
ALLOWED:	30'-0"
PROPOSED:	21'-0" (TOP OF ROOF)
BUILDING SETBACKS:	
FRONT:	20'-0"
REAR:	15'-0"
SIDES:	10'-0"
LOT SIZE:	
NET ACRES:	75,480 SF (1.73 ACRES)
GROSS ACRES:	84,458 SF (1.94 ACRES)

BUILDING FOOTPRINT

(1)	2- PLEX	1,892 SF EA	1,892 SF
(1)	3-PLEX	2,835 SF EA	2,835 SF
(6)	4-PLEX	3,780 SF EA	22,680 SF
	TOTAL BUILDING FOOTPRINT (TOTAL AREA UNDER ROOF)		27,407 SF TOTAL

LOT COVERAGE:	
ALLOWED:	45.0% (33,966 SF)
PROPOSED:	36.0% (27,407 SF)
FIRE PROTECTION:	
FIRE SPRINKLERS:	YES
FIRE ALARM:	NO
DENSITY:	
ALLOWED:	18 DU/ACRE (31.0 UNITS)
PROPOSED:	16 DU/ACRE (29.0 UNITS)
UNIT SIZES:	
(29)	2 BEDROOM 2.5 BATH
1ST FLOOR	
GARAGE	441SF
LIVABLE	441SF
2ND FLOOR	
LIVABLE	766 SF
BALCONY 1	55 SF
BALCONY 2	55 SF
OPEN SPACE:	
COMMON OPEN SPACE	
REQUIRED:	8,700 SF (150 SF PER BEDROOM)
PROVIDED:	9,965 SF
PRIVATE OPEN SPACE:	
PROVIDED:	78 SF (1ST FLOOR) 55 SF (2ND FLOOR)
REFUSE:	COMMUNITY PICK UP

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 31;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 31, A DISTANCE OF 1732.63 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 224.52 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 56 SECONDS EAST, A DISTANCE OF 352.42 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 190.91 FEET;

THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 142.22 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, WITH A RADIUS BEARING SOUTH 42 DEGREES 16 MINUTES 00 SECONDS WEST, A DISTANCE OF 260.29 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 43 DEGREES 45 MINUTES 43 SECONDS WEST, A DISTANCE OF 198.81 FEET TO A POINT OF TANGENCY;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING.

AMENITIES LIST

1. POOL
2. BBQ AREA
3. TURF

PROJECT DIRECTORY

OWNER	NIRVANA AT ELLIS NEC OF FAIRVIEW AND ELLIS STREET CHANDLER, ARIZONA 85224
	CONTACT: SHAUN KANAKA PHONE: 480.225.3065
ARCHITECT	TOMECAK DESIGN, P.C. 4368 NORTH CIVIC CENTER PLAZA ST. 201 SCOTTSDALE, ARIZONA 85251
	CONTACT: MARK TOMECAK PHONE: 602.619.7751
CIVIL ENGINEER	JACOBS WALLACE, LLC 2233 WEST BETHANY HOME ROAD PHOENIX, ARIZONA 85015
	CONTACT: CHUCK JACOBS PHONE: 602.757.5964

PROJECT DESCRIPTION

PROPOSED SITE PLAN CONSISTS OF A (29) TWENTY NINE UNIT RESIDENTIAL MULTI-FAMILY PROJECT IN A NEW DEVELOPMENT.

DEFERRED SUBMITTAL

1. SIGNAGE (UNDER SEPARATE PERMIT)
2. SPRINKLERS (UNDER SEPARATE PERMIT)

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REGISTERED ARCHITECT
42458
MARK K. TOMECAK
ARIZONA U.S.A.
EXPIRES 3.31.2026

REZONING CASE NUMBER: Z-79-22-4

PROJECT:
NIRVANA AT ELLIS
NEC OF FAIRVIEW AND ELLIS STREET
CHANDLER, ARIZONA 85224

REVISED:

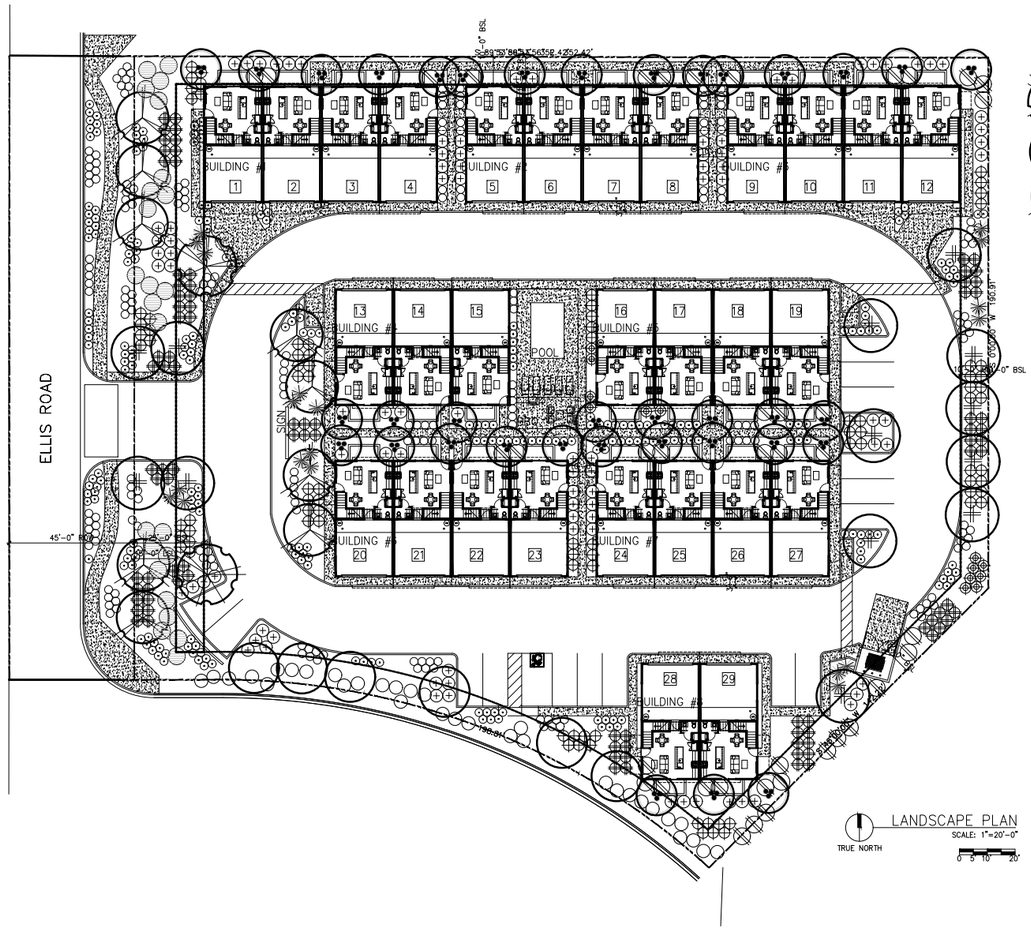
JOB #: 2402

DATE: 10.24.2024

CONTENTS: SITE PLAN

SHEET No: A0.01

THE DRAWING IS AN INSTRUMENT OF SERVICE AND THE PROPERTY OF TOMECAK DESIGN, P.C. AND SHALL REMAIN THEIR PROPERTY. THE USE OF THIS DRAWING SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH IT WAS PREPARED AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD IN WHOLE OR PART IS PROHIBITED WITHOUT PRIOR WRITTEN CONSENT.



LANDSCAPE PLAN
SCALE: 1"=20'-0"
TRUE NORTH
0 5 10 20

ALL TREES SHALL COMPLY WITH THE LATEST AMENDED EDITION OF THE ARIZONA NURSERY ASSOCIATION RECOMMENDED TREE SPECIFICATIONS. SEE SECTION 1903(6)(a) ZONING CODE.

LANDSCAPE LEGEND

TREES

PROSOPIS 'RIO-SALADO' THORNLESS HYBRID MESQUITE
2" CALIP., 6.5'T, 4.5'W (36" BOX)

PISTACIA X 'RED-PUSH' RED PUSH PISTACHE
2" CALIP., 7.5'T, 4.5'W (36" BOX)

QUERCUS VIRGINIANA LIVE OAK
3.0" CALIP., 9'T, 4'W (48" BOX)

CAESALPINIA CACALACO 'SMOOTHIE' CASCALOTE
1.5" CALIP.,(MULTI) 4'T, 3.5'W (24" BOX)

EXISTING TREE PROTECT FROM CONSTRUCTION

EXISTING SHRUB PROTECT FROM CONSTRUCTION

LARGE SHRUBS

TECOMA 'ORANGE JUBILEE' ORANGE JUBILEE
5 GALLON

MEDIUM SHRUBS

EREMOPHILA MACULATA VALENTINE EMU BUSH
5 GALLON

ACCENTS

HESPERALOE PARVIFLORA RED YUCCA
5 GALLON

HESPERALOE PARVIFLORA YELLOW YUCCA
5 GALLON

DASYLIRION WHEELERII DESERT SPOON
5 GALLON

AGAVE DESMETTIANA SMOOTH AGAVE
5 GALLON

GROUND COVER

LANTANA MONTEVIDENSIS 'GOLD MOUND'
1 GALLON

LANTANA MONTEVIDENSIS TRAILING PURPLE
1 GALLON

EREMOPHILA GLABRA 'MINGENEW GOLD'
5 GALLON

1/2" SCREENED ROCK PROS CARMEL DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS

CITY OF CHANDLER LANDSCAPE NOTES:

1. ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPE AND SITE CLEANUP MUST BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN A PHASE.

2. NO OBSTRUCTIONS TO VIEW SHALL BE ERECTED, CONSTRUCTED OR PARKED WITHIN THE SIGHT VISIBILITY AREA ALL TREES WITHIN THE LINE OF SIGHT WILL MAINTAIN A CANOPY HEIGHT ABOVE 6', ALL SHRUBS IN THIS AREA MAY NOT A MATURITY HEIGHT OVER 24"

3. ALL PLANT MATERIALS ARE GUARANTEED FOR A MINIMUM PERIOD OF SIXTY (60) DAYS FROM THE DATED OF FINAL APPROVAL BY THE CITY. ANY PLANT MATERIAL, WHICH ARE NOT APPROVED BY THE CITY PRIOR TO OCTOBER 1 OF THE CALENDAR YEAR IN WHICH THEY ARE INSTALLED, SHALL BE FURTHER GUARANTEED UNTIL MAY 20 OF THE FOLLOWING CALENDAR YEAR.

4. TREES, SHRUBS, VINES, GROUND COVER AND TURF THAT HAVE TO BE REPLACED UNDER THE TERMS OF THE GUARANTEE, SHALL BE GUARANTEED FOR AN ADDITIONAL 60 DAYS FROM DATE OF REPLACEMENT.

5. ALL PLANT MATERIALS MUST BE MAINTAINED IN HEALTH AND VIGOR AND BE ALLOWED TO ATTAIN NATURAL SIZE AND SHAPE IN ACCORDANCE WITH THE ORIGINALLY APPROVED LANDSCAPE PLANS. SEE SECTION 1902 (6)(H)

6. PARKING LOT TREES ARE TO HAVE A MINIMUM CLEAR CANOPY DISTANCE OF FIVE (5) FEET. SEE SECTION 1903 (6)(G)(C)(4), ZONING CODE.

7. ALL LANDSCAPE AREAS SHALL BE GRADED SO THAT FINISHED GRADE SURFACES OF ALL NONLIVING MATERIALS (I.E. DECOMPOSED GRANITE, CRUSHED ROCK, MULCH ETC.) ARE ONE AND ONE HALF (1 1/2) INCHES BELOW CONCRETE OR OTHER PAVED SURFACES. SEE SECTION 1903(6)(C)(11), ZONING CODE

8. TREES MUST BE PLACED MIN. OF 5' FROM SIDEWALKS, PUBLIC ACCESS WAYS SHRUBS MUST BE AT MATURITY, 3' FROM ALL SIDES OF A FIRE HYDRANT, P.I.V. OR FDC. SEE SECTION 1903 (6)(J)(1), ZONING CODE

9. ALL LANDSCAPING SHALL BE MAINTAINED BY THE LANDOWNER OR THE LESSOR SEE SECTION 1903 (6)(H), ZONING CODE

10. THERE SHALL BE NO OBSTRUCTION OF SITE SIGNAGE BY LANDSCAPE PLANT MATERIAL, AND THAT SUCH MUST BE RELOCATED\CORRECTED BEFORE THE FIELD INSPECTOR WILL ACCEPT\PASS THE SIGN IN THE FIELD OR ISSUE AN CERTIFICATE OF OCCUPANCY FOR A PROJECT

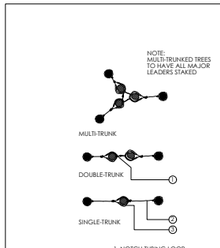
11. ALL TRANSFORMER BOXES, METER PANELS AND ELECTRIC EQUIPMENT, BACK FLOW DEVICES OR ANY OTHER UTILITY EQUIPMENT NOT ABLE OR REQUIRED TO BE SCREENED BY LANDSCAPING OR WALLS SHALL BE PAINTED TO MATCH THE BUILDING COLOR.

12. ALL WALLS OVER 7' IN HEIGHT, SITE LIGHTING, SIGNAGE, RAMADAS, AND SHADE STRUCTURES REQUIRE A SEPARATE SUBMITTAL AND PERMITS.

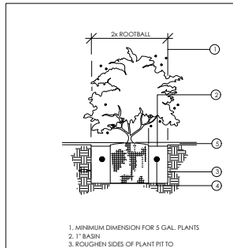
I HEREBY CERTIFY THAT NO TREE OR BOULDER IS DESIGNED CLOSER THAN SIX (6) FEET TO THE FACE OF STREET CURB.

REGISTERED LANDSCAPE ARCHITECT — DATE 02.28.25

DOUBLE STAKING DETAIL
NOT TO SCALE



TREE GUYING DETAIL
NOT TO SCALE



SHRUB PLANTING DETAIL
NOT TO SCALE

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LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
10446 N. 74th Street , Suite 150
Scottsdale, Arizona 85258
P.(602)265-0320
EMAIL: timmcqueen@tjmla.net

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project:
NIRVANA AT ELLIS

635 SOUTH ELLIS STREET
CHANDLER, ARIZONA 85224

revised:

job #: 2402

date: 02.28.25

contents:
LANDSCAPE PLAN

sheet No: La.01 ©

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1 REAR ELEVATION

SCALE: 1/4"=1'-0"

2 FRONT ELEVATION

SCALE: 1/4"=1'-0"

3 SIDE ELEVATION

SCALE: 1/4"=1'-0"

4 SIDE ELEVATION

SCALE: 1/4"=1'-0"

MATERIAL SCHEDULE

	MATERIAL	
SI	PAINTED STUCCO	
	MANUFACTURER:	DUNN EDWARDS
	COLOR:	FINE GRAIN - DE6213
S2	PAINTED STUCCO	
	MANUFACTURER:	DUNN EDWARDS
	COLOR:	ANTIQUE BRONZE - DEB002
BI	BRICK VENEER	
	MANUFACTURER:	GENERAL SHALE
	COLOR:	STEELY
MI	GUARDRAIL	
	MANUFACTURER:	CUSTOM METAL
	COLOR:	DARK BRONZE
M2	WINDOW/DOOR (LOW-E)	
	MANUFACTURER:	MILGARD
	COLOR:	DARK BRONZE
RI	RAIN SCREEN	
	MANUFACTURER:	CUSTOM
	COLOR:	ANTIQUE BRONZE

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REGISTERED ARCHITECT
42458
MARK K. TOMECAK
ARIZONA, U.S.A.
EXPIRES 3.31.2026

REZONING CASE NUMBER: Z-79-22-4

PROJECT:
NIRVANA AT ELLIS

NEC OF FAIRVIEW AND ELLIS STREET
CHANDLER, ARIZONA 85224

REVISED:

JOB #: 2402

DATE: 10.24.2024

CONTENTS: BUILDING ELEVATIONS

SHEET No: A2.00

1 REAR ELEVATION

SCALE: 1/4"=1'-0"

2 FRONT ELEVATION

SCALE: 1/4"=1'-0"

3 SIDE ELEVATION

SCALE: 1/4"=1'-0"

4 SIDE ELEVATION

SCALE: 1/4"=1'-0"

MATERIAL SCHEDULE

	MATERIAL	
S1	PAINTED STUCCO	
	MANUFACTURER:	DUNN EDWARDS
	COLOR:	FINE GRAIN - DE6213
S2	PAINTED STUCCO	
	MANUFACTURER:	DUNN EDWARDS
	COLOR:	ANTIQUE BRONZE - DEB002
B1	BRICK VENEER	
	MANUFACTURER:	GENERAL SHALE
	COLOR:	STEELY
M1	GUARDRAIL	
	MANUFACTURER:	CUSTOM METAL
	COLOR:	DARK BRONZE
M2	WINDOW/DOOR (LOW-E)	
	MANUFACTURER:	MILGARD
	COLOR:	DARK BRONZE
R1	RAIN SCREEN	
	MANUFACTURER:	CUSTOM
	COLOR:	ANTIQUE BRONZE

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42458
MARK W. TOMECAK
Scottsdale, Arizona
U.S.A.

EXPIRES 3.31.2026

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PROJECT:
NIRVANA AT ELLIS

NEC OF FAIRVIEW AND ELLIS STREET
CHANDLER, ARIZONA 85224

REVISED:

JOB #: 2402

DATE: 10.24.2024

CONTENTS: BUILDING ELEVATIONS

SHEET No: A2.01

1 REAR ELEVATION

SCALE: 1/4"=1'-0"

2 FRONT ELEVATION

SCALE: 1/4"=1'-0"

3 SIDE ELEVATION

SCALE: 1/4"=1'-0"

4 SIDE ELEVATION

SCALE: 1/4"=1'-0"

MATERIAL SCHEDULE

	MATERIAL	
S1	PAINTED STUCCO	
	MANUFACTURER:	DUNN EDWARDS
	COLOR:	FINE GRAIN - DE6213
S2	PAINTED STUCCO	
	MANUFACTURER:	DUNN EDWARDS
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	MANUFACTURER:	GENERAL SHALE
	COLOR:	STEELY
M1	GUARDRAIL	
	MANUFACTURER:	CUSTOM METAL
	COLOR:	DARK BRONZE
M2	WINDOW/DOOR (LOW-E)	
	MANUFACTURER:	MILGARD
	COLOR:	DARK BRONZE
R1	RAIN SCREEN	
	MANUFACTURER:	CUSTOM
	COLOR:	ANTIQUE BRONZE

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REGISTERED ARCHITECT
42458
MARK K. TOMECAK
Date Signed
ARIZONA U.S.A.

EXPIRES 3.31.2026

REZONING CASE NUMBER: Z-79-22-4

PROJECT:
NIRVANA AT ELLIS

NEC OF FAIRVIEW AND ELLIS STREET
CHANDLER, ARIZONA 85224

REVISED:

JOB #: 2402

DATE: 10.24.2024

CONTENTS: BUILDING ELEVATIONS

SHEET No: A2.02

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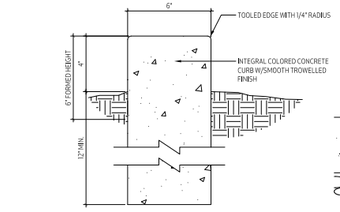
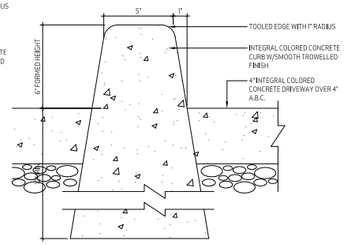


NOTE:
1. MAXIMUM SPACING OF CONTRACTION JOINTS IS 10'-0".
2. TOP OF CURB SHALL SLOPE WITH CONTOURS AND REMAIN 4" ABOVE ADJACENT GRADE. SEE CIVIL DRAWINGS FOR GRADES.

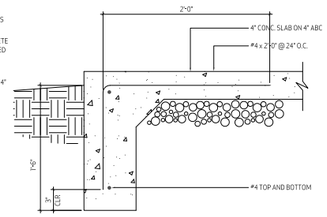
5 Landscaping Curb

SCALE: 3"=1'-0"



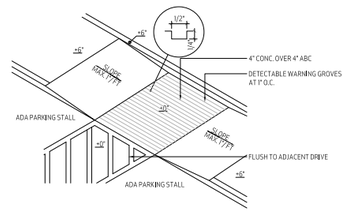
4 Parking Curb

SCALE: 3"=1'-0"



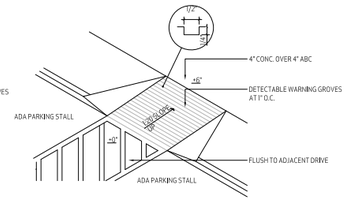
3 Turndown at Slab Edge

SCALE: 3"=1'-0"



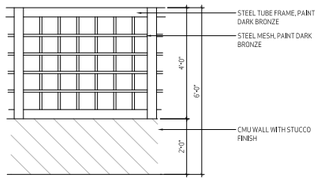
2 Accessible Path

SCALE: 1/4"=1'-0"



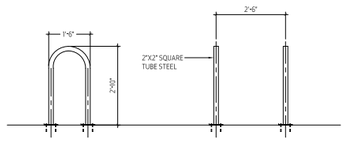
1 Accessible Path

SCALE: 1/4"=1'-0"



10 Site Wall Detail

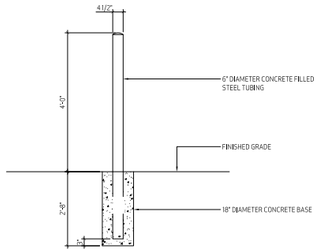
SCALE: 1/2"=1'-0"



ALL CONNECTIONS ARE WELDED EXCEPT BASE ATTACHMENT. ALL WELDS TO BE CONTINUOUS AND GROUND SMOOTH. ANY GAPS TO BE FILLED.

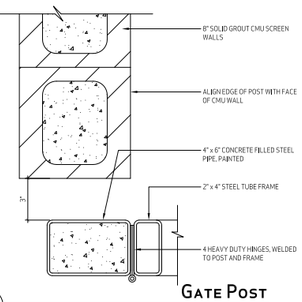
9 Bicycle Rack

SCALE: 1/2"=1'-0"



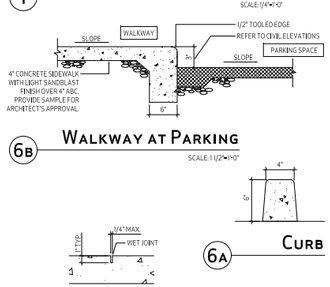
8 Bollard Detail

SCALE: 1/2"=1'-0"



7 Gate Post

SCALE: 3"=1'-0"



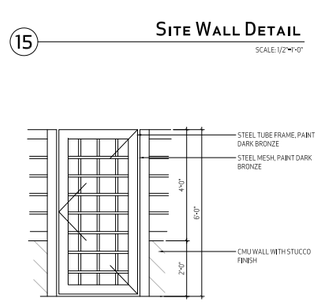
6B Walkway at Parking

SCALE: 1 1/2"=1'-0"

6A Curb

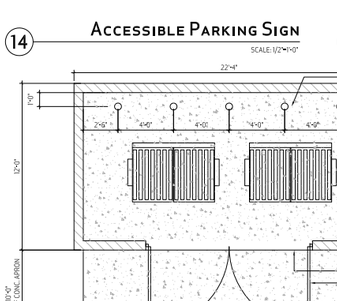
6 Concrete Control Joints

SCALE: 1 1/2"=1'-0"



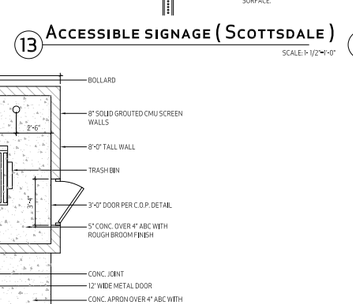
15 Site Wall Detail

SCALE: 1/2"=1'-0"



14 Accessible Parking Sign

SCALE: 1/2"=1'-0"



GREEN BOARDERS AND TEXT, AND BLUE SYMBOL ON WHITE REFLECTIVE BACKGROUND • TYP. • BACKGROUND: SUPER ENGINEER GRADE OR HIGH INTENSITY SHEETING, COPY: SAME AS ABOVE. SUBSTRATE: 0.080 GAUGE TREATED ALUMINUM.

NOTES:
1. LETTERING SHALL BE FHWA SERIES 'B' ALPHABET, OR HELVETICA MED. COND. • MOUNT AS DETAILED ON PLANS AND DETAIL 3/SP201.
2. ONE SIGN AT EACH ACCESSIBLE PARKING STALL SEE C.O.S. STANDARD DETAIL # 2124.

13 Accessible signage (Scottsdale)

SCALE: 1- 1/2"=1'-0"

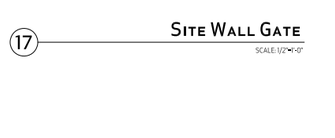
12 Accessible Sign (Scottsdale)

SCALE: 1/2"=1'-0"

NOTE:
SYMBOL MUST COMPLY WITH LATEST MUNICIPAL STANDARDS

11 Accessible Parking

SCALE: NTS



17 Site Wall Gate

SCALE: 1/2"=1'-0"

16 Enlarged Plan of Trash Enclosure

SCALE: 1/4"=1'-0"

TOMECAK DESIGN
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Suite 201
Scottsdale, Arizona 85251
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E info@tomecakdesign.com

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REGISTERED ARCHITECT
42458
MARK K. TOMECAK
SCOTTSDALE, ARIZONA
EXPIRES 3.31.2023

PROJECT:
NIRVANA AT ELLIS

635 SOUTH ELLIS STREET
CHANDLER, ARIZONA 85224

REVISED:

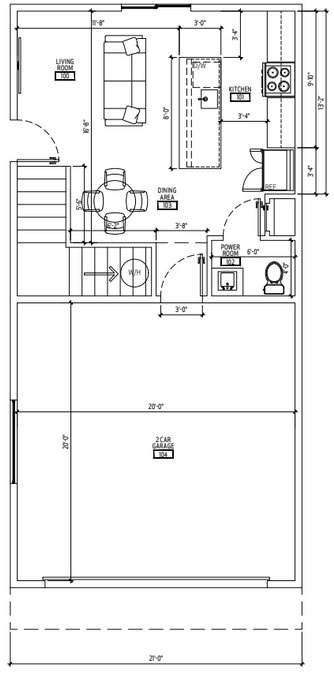
JOB #: 2402

DATE: 5.8.2024

CONTENTS: SITE DETAILS

SHEET No: A0.02

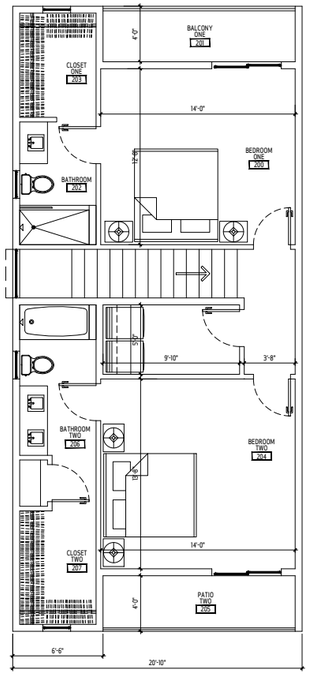
©



FLOOR PLAN - 1ST FLOOR

1/4"=1'-0"

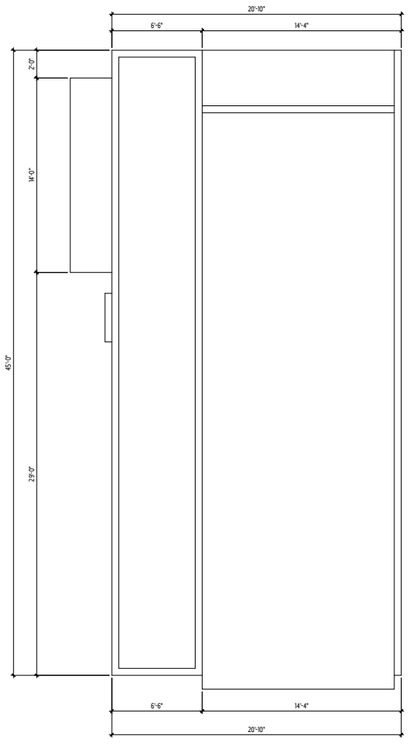
PLAN NORTH



FLOOR PLAN - 2ND FLOOR

1/4"=1'-0"

PLAN NORTH



ROOF PLAN

1/4"=1'-0"

PLAN NORTH

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REGISTERED ARCHITECT
42458
MARK K. TOMECAK
ARIZONA U.S.A.
EXPIRES 3.31.2026

REZONING CASE NUMBER: Z-79-22-4

PROJECT:
NIRVANA AT ELLIS

NEC OF FAIRVIEW AND ELLIS STREET
CHANDLER, ARIZONA 85224

REVISED:

JOB #:	2402
DATE:	10.24.2024
CONTENTS:	FLOOR PLAN UNIT PLANS
SHEET No:	A1.10

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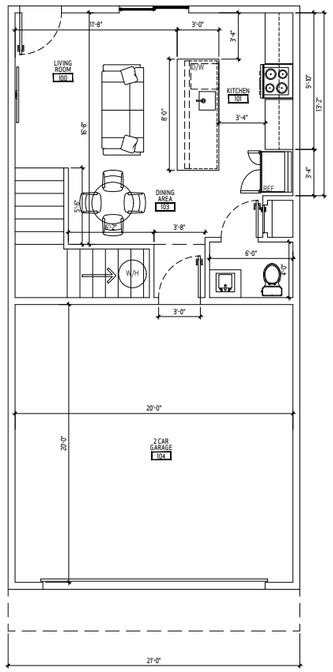
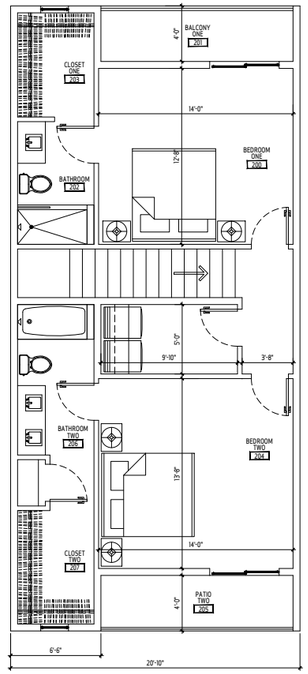


FLOOR PLAN - 1ST FLOOR

1/4"=1'-0"

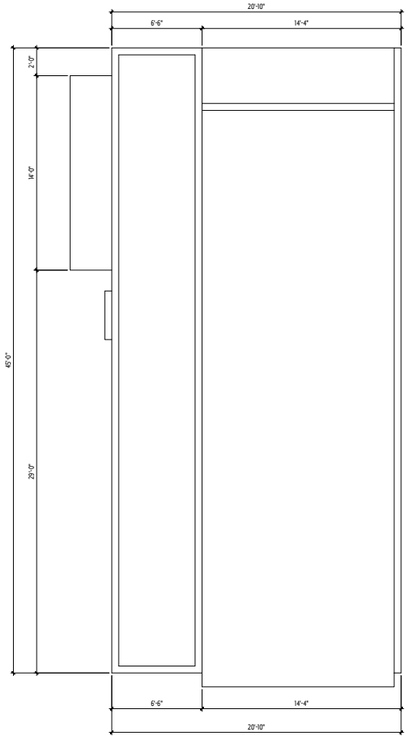
PLAN NORTH



FLOOR PLAN - 2ND FLOOR

1/4"=1'-0"

PLAN NORTH



ROOF PLAN

1/4"=1'-0"

PLAN NORTH

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REGISTERED ARCHITECT
42458
MARK K. TOMECAK
ARIZONA U.S.A.
EXPIRES 3.31.2026

REZONING CASE NUMBER: Z-79-22-4

PROJECT:
NIRVANA AT ELLIS

NEC OF FAIRVIEW AND ELLIS STREET
CHANDLER, ARIZONA 85224

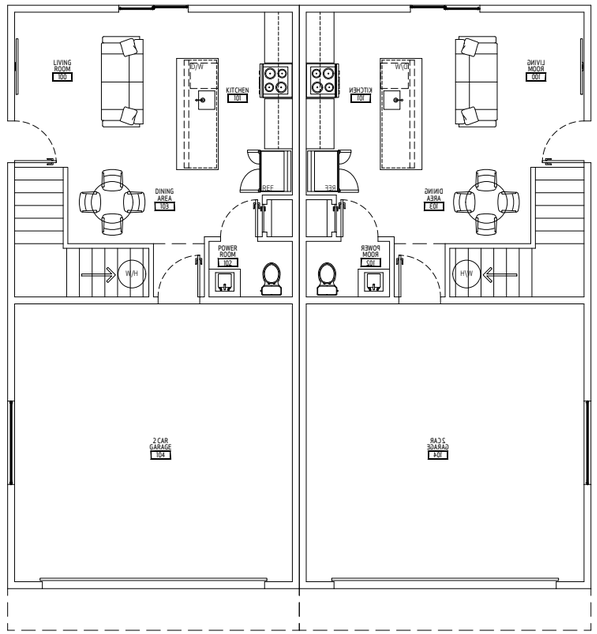
REVISED:

JOB #: 2402

DATE: 10.24.2024

CONTENTS: FLOOR PLAN
UNIT PLANS

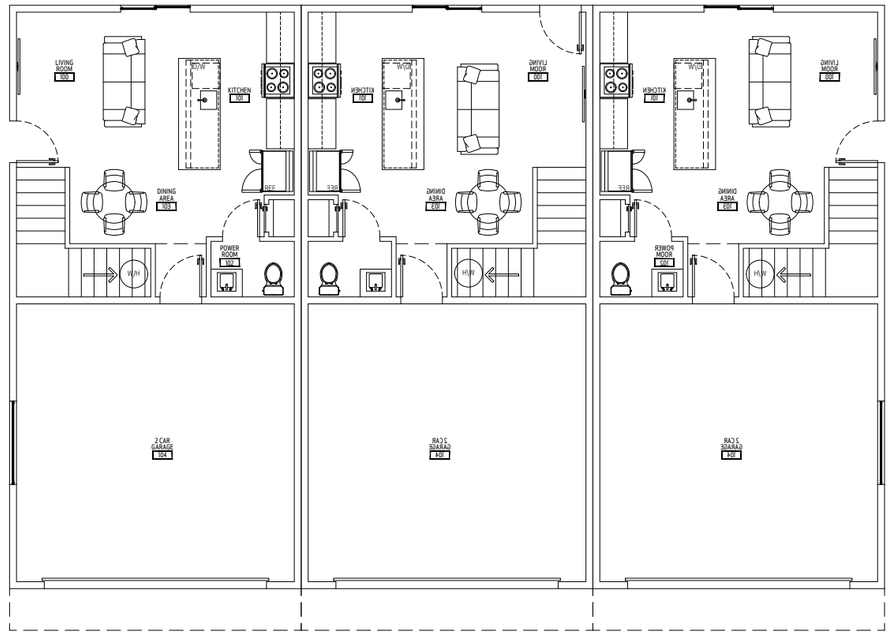
SHEET No: A1.11



PLAN NORTH

BUILDING A - 2 UNITS

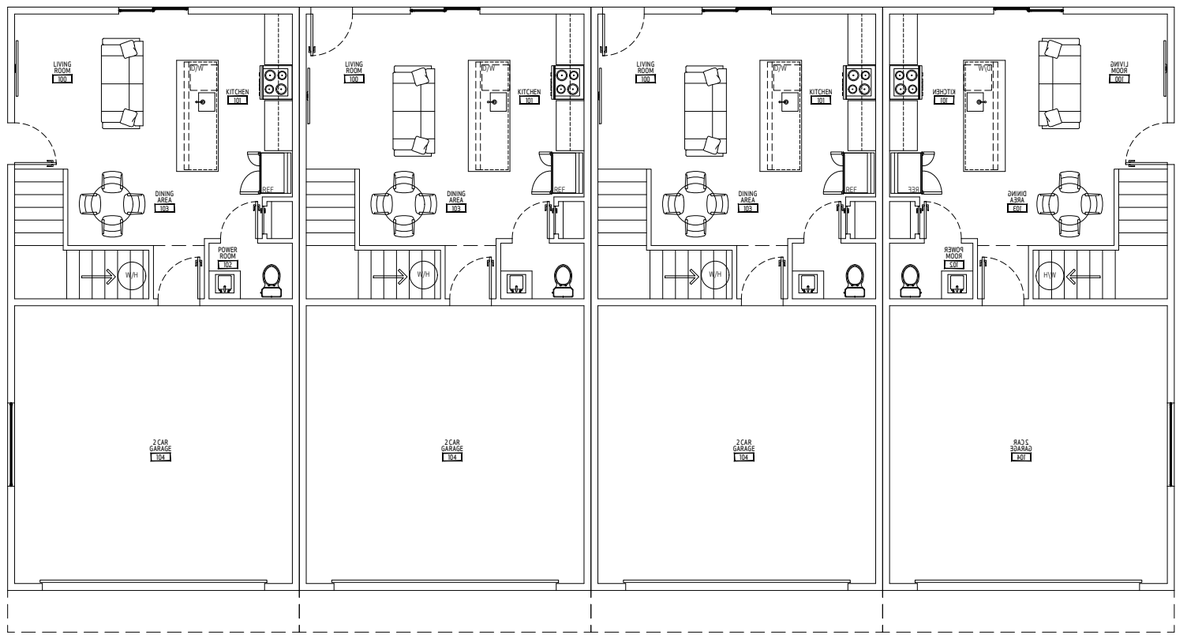
1/4"=1'-0"



PLAN NORTH

BUILDING B - 3 UNITS

1/4"=1'-0"



PLAN NORTH

BUILDING C - 4 UNITS

1/4"=1'-0"

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ARIZONA U.S.A.
EXPIRES 3.31.2026

REZONING CASE NUMBER: Z-79-22-4

PROJECT:
NIRVANA AT ELLIS

NEC OF FAIRVIEW AND ELLIS STREET
CHANDLER, ARIZONA 85224

REVISED:

JOB #: 2402

DATE: 10.24.2024

CONTENTS: BUILDING FLOOR PLANS

SHEET No: A1.00

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MARK K.
TOMECAK
Scottsdale, Arizona
EXPIRES 3.31.2023

REZONING CASE NUMBER: Z-79-22-4

PROJECT:
NIRVANA AT ELLIS

635 SOUTH ELLIS STREET
CHANDLER, ARIZONA 85224

REVISED:

JOB #: 2402

DATE: 5.8.2024

CONTENTS: RENDERINGS

SHEET No: A3.00

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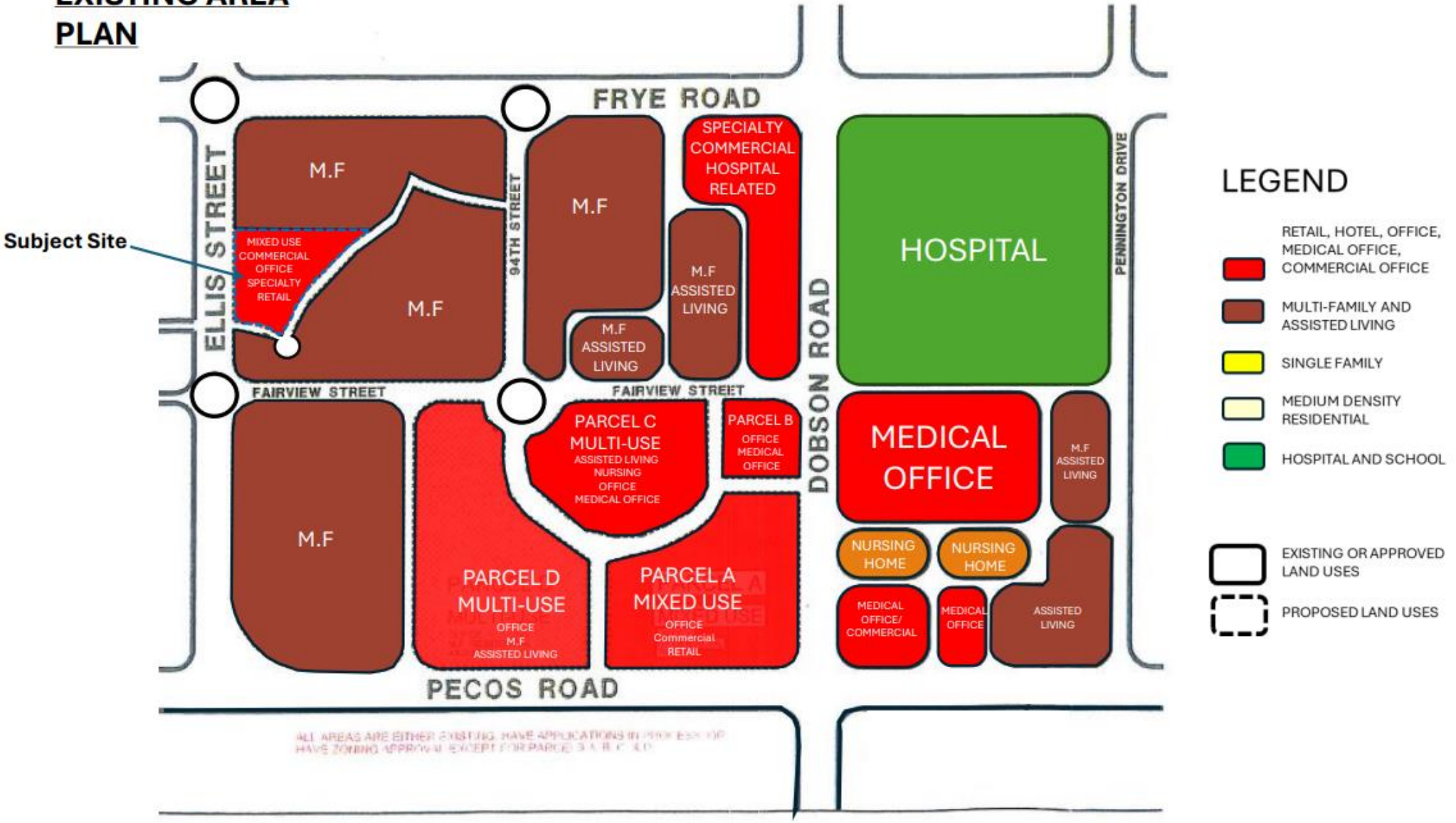
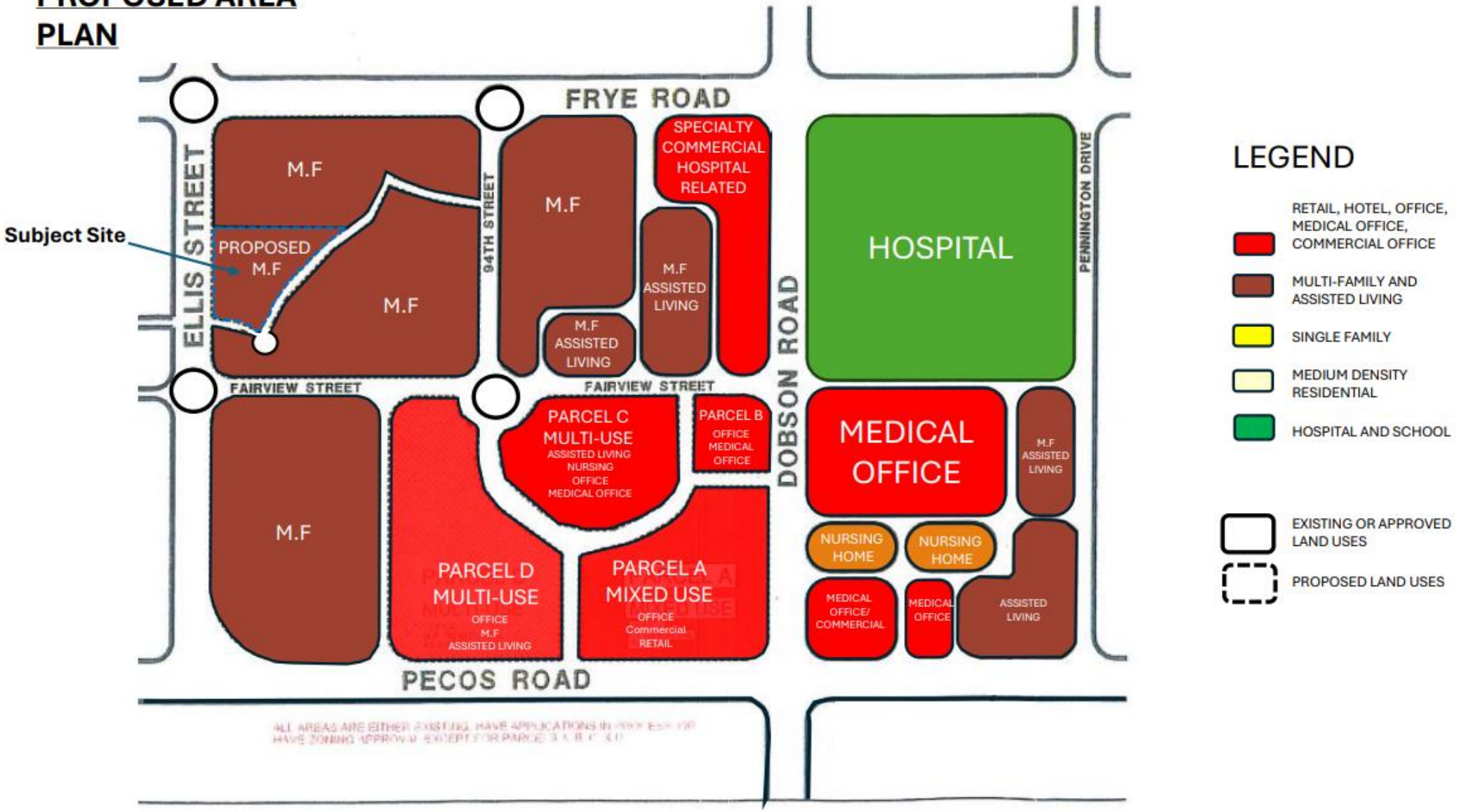
EXISTING AREA PLAN



PROPOSED AREA PLAN



CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services** **Memo No.** DS25-011

Date: March 24, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
Dana Alvidrez, City Traffic Engineer/Acting Development Engineering Manager
From: Dennis Aust, Telecommunications and Utility Franchise Manager
Subject: Wireless License Agreement between the City of Chandler and SBA 2012 TC Assets, LLC, for Existing Macro Cell Site at Snedigar Park

---

Proposed Motion:

Move City Council pass and adopt Resolution No. 5878, authorizing the Mayor to execute the license agreement between the City of Chandler and SBA 2012 TC Assets, LLC, for the existing Orbital macro cell site, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

Background:

Chapter 46 of the Chandler City Code sets forth the City's requirements for encroachment permits for use of the City's rights-of-way and public property, as well as the licensing requirements for telecommunications companies. SBA 2012 TC Assets is a wireless telecommunications infrastructure company with existing wireless facilities located on a ballfield light pole macro cell site (the "Orbital" site) at Snedigar Park.

Resolution No. 5878 grants a ten-year, non-exclusive use agreement, with one ten-year extension, to SBA 2012 TC Assets pursuant to Chapter 46 and consistent with State law. This new license is substantially similar to the existing license, which expired effective September 6, 2024. The new license agreement incorporates updates to the terms to be consistent with the current city terms and conditions, such as bringing the insurance and indemnification language up to date with current city standards.

The City’s Police, Fire, and Development Services departments have reviewed and are satisfied with the requirements specified in the Agreement and have found no interference issues that would present a problem to the City’s emergency communications system.

Financial Implications:

The City has received a $3,000 application fee to cover the cost of processing this application. The company will pay permit, inspection, and pavement damage fees, if applicable. SBA 2012 TC Assets will also pay the City $2,461.14 per month for the use of City-owned real property, with provisions for rate increases of 3.5% annually detailed in the agreement. A 2.75% transaction privilege tax also applies to any non-interstate telecommunication services.

Attachments

Resolution No. 5878

Exhibit A - Agreement for Use of Public Property

Department Approval Form and Map

RESOLUTION NO. 5878

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING A WIRELESS LICENSE AGREEMENT TO SBA 2012 TC ASSETS, LLC FOR THE SNEDIGAR SPORTS COMPLEX (ORBITAL) SITE.

WHEREAS, the City of Chandler believes that it is in the City's best interest to issue a Wireless License Agreement for such purpose.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, as follows:

Section 1. Approves the Wireless License Agreement ("Agreement") between the City of Chandler and SBA 2012 TC Assets, LLC for Snedigar Sports Complex (Orbital) site in the form attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. Authorizes the Mayor of the City of Chandler to execute the Agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 27th day of March, 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5878 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 27th day of March, 2025 and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY JWB

EXHIBIT “A”

CHANDLER arizona
Community of Innovation

WIRELESS AGREEMENT
BETWEEN SBA 2012 TC ASSETS, L.L.C. AND THE CITY OF CHANDLER FOR SNEDIGAR SPORTS COMPLEX (ORBITAL) SITE

City of Chandler Document No._____
City Council Meeting Date: _____

THIS WIRELESS AGREEMENT ("Agreement") is entered into this ____ day of _____, 2025, and effective _____ (the "Effective Date") by and between the City of Chandler, Arizona, an Arizona municipal corporation, having an address of 175 S. Arizona Ave., Chandler, AZ 85225 ("City"), and SBA 2012 TC Assets, LLC, a Delaware limited liability company, having an address of 8051 Congress Avenue, Boca Raton, Florida 33487 ("Company"). City and Company may be referred to individually as "Party" and collectively as "Parties".

RECITALS

A. Company has applied to the City for permission to operate and maintain a Wireless Facilities within the City of Chandler on Public Property known as the Snedigar Sports Complex "Orbital site" located at 4497 S. Alma School Road, Chandler, AZ (the "Site") as described and depicted on the attached Exhibit A; and

B. Company also seeks access to the Site across Public Property to operate and maintain the Wireless Facilities (the "Use Area") as described and depicted on the attached Exhibit B; and

C. City is authorized to grant, renew, deny, and terminate licenses to operate and maintain Wireless Facilities within the City boundaries under the Chandler City Charter and City Code, by virtue of federal and state statutes, by the City's police powers, by its authority over Rights-of-Way as described in C.C.C. Chapter 46 and by other City powers and authority; and

D. The City Council has authorized the Mayor or his designee to execute this Agreement to permit the Company to construct, install, operate, and maintain the Company's Wireless Facilities on the Site and to access the Wireless Facilities through the Use Area as provided by the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, City hereby grants permission to Company to operate and maintain Wireless Facilities within the Site and to gain access to the Site through the Use Area as provided by the following terms and conditions.

SECTION 1. DEFINITIONS

For the purposes of this Agreement, the following words, terms, phrases, and their derivations are given the meaning stated in this Agreement. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

"ACC" means the Arizona Corporation Commission.

"Agreement" means this non-exclusive revocable authorization granted by the City to Company to operate and maintain Wireless Facilities on the Site.

"Agreement Activities" is ascribed the meaning in section 2.1.5.

"Antenna" has the same meaning prescribed in A.R.S. § 9-591(1), as amended.

"A.R.S." means Arizona Revised Statutes, as amended.

"Base Fee" means the amount that the Company must pay City each month for the term of this Agreement as provided in Section 4.

"C.C.C." means Chandler City Code, as amended.

"C.F.R." means Code of Federal Regulations, as amended.

"Charter" means the City of Chandler Charter, as amended.

"City" means the City of Chandler, an Arizona municipal corporation.

"City Code" means the Chandler City Code, as amended.

"City Council" means the Council of the City of Chandler.

"City Manager" means the Chandler City Manager or the City Manager's designee.

"Collocate", "collocating", or "collocation" has the same meaning prescribed in A.R.S. § 9-591(8), as amended.

"Communications Equipment" means any and all electronic equipment at the Site that processes and transports information from the antennas to Company's network.

"Company" means SBA 2012 TC Assets, LLC, a Delaware limited liability company whose principal place of business is 8051 Congress Avenue, Boca Raton, Florida 33487 and related affiliates, subsidiaries, persons, or entities to which this Agreement is granted.

"Company's Improvements" means the improvements installed on the Site or within the Use Area by the Company including, but not limited to: the Wireless Facilities, Communications Equipment, screening elements, landscaping plants or materials, elements and other improvements required by this Agreement.

"Competing Activities" means current or future facilities, improvements, work, or activities on Public Property within and without the Site and Use Area boundaries, which may make portions of the Public Property unavailable for Company's use.

"Competing Users" means entities and/or third parties that own, control, or possess water pipes, cables and wires, pavement, and other facilities that may be located within the Public Property, Wireless Facilities, and/or the Use Area. Competing Users include without limitation, the City, the State of Arizona and its political subdivisions, the public, and all manner of utility companies and other existing or future users of the Use Area.

"Critical Infrastructure Information" has the same meaning prescribed in A.R.S. § 41-1801, as amended.

"Day" means a calendar day, except a Saturday, Sunday, or a holiday prescribed in A.R.S. § 1-301.

"Encroachment Permit" means a permit issued under C.C.C. Chapter 46 that allows the Company to perform work or install and maintain improvements in the Right-of-Way or on other Public Property.

"Environmental Laws" means all federal, state, and local laws, ordinances, rules, regulations, statutes, and judicial decisions, as amended from time to time, which in any way relate to or regulate human health, safety, industrial hygiene, environmental conditions, protection of the environment, prevention or cleanup of pollution, or contamination of the air, soil, surface water, or ground water.

"Facility" or "Facilities" means Company's equipment, and personal property, including but not limited to boxes, poles, wires, pipe, conduits, pedestals, antenna, and other appurtenances, used to provide the services described in this Agreement.

"FCC" means the Federal Communications Commission.

"FCC OET Bulletin 65" means the FCC's Office of Engineering & Technology Bulletin 65 that includes the FCC Radio Frequency Exposure Guidelines.

"FCC Rules" means all applicable radio frequency emissions laws and regulations.

"Fiscal Year" means a 12-month period that begins on July 1 and ends the following June 30.

"Franchise" has the same meaning prescribed in the Arizona Constitution, article 13, §§ 4 and 6.

"Hazardous Substances" means those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law or the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides or herbicides, volatile solvents, materials containing asbestos or formaldehyde, or radioactive materials.

"In-lieu Company" means a single, third-party company, using the Site or Company's Facility, or part thereof, to provide services in lieu of such services being provided by Company.

"MAG" means Maricopa Association of Governments.

"Ordinary Permit Use Fee" means the City's encroachment permit application, review, and other fees related to the issuance of the permit.

"Other Facilities" means facilities owned and operated by third parties that are in the Right-of-Way or Public Property.

"Pre-existing Environmental Condition" means the presence, emission, disposal, discharge, or release of any Hazardous Substance at, in, on, under or about the Wireless Facilities and Site, however caused, existing on the Effective Date, whether the nature and extent of the contamination is known or unknown.

"Proprietary Information" means a document or information that includes, but is not limited to, customer lists, financial information, technical information, or other information related to Company's services or this Agreement, and which is plainly identified as "confidential" by Company.

"Public Property" means the surface of and the space above and below real property owned, leased, possessed, controlled, operated, or maintained by the City. Public Property does not include Right-of-Way.

"RF" means radio frequency.

"RF Letter" means a letter attesting to the Company's compliance with FCC RF exposure guidelines from the Company's senior internal engineer.

"Right-of-Way" means the area on, below, or above a public roadway, highway, street, sidewalk, alley, or utility easement. Right-of-Way does not include a Federal Interstate Highway, a state highway, or state route under the jurisdiction of the Department of Transportation, a private easement, property that is owned by a special taxing district, or a utility easement that does not authorize the deployment sought by the Company.

"Section" means any section, subsection, or provision of this Agreement.

"Site" means the Use Area for the Wireless Facilities and the pole to which the antenna and other wireless facilities are attached.

"Site Documents" means the depiction of the Wireless Facilities, schematic plans and map showing location of the installation of the Wireless Facilities installed within the Public Property, including but not limited a title report, vicinity map, site plan, elevations, technical specifications and the cubic feet of the non-antenna wireless equipment.

"Small Wireless Facilities" has the same meaning prescribed in A.R.S. § 9-591(19), as amended.

"Supplemental Parcel Agreement" means an agreement authorizing the Company to use property outside of the Public Property or Right-of-Way.

"SRP" means Salt River Project and its subsidiaries and affiliates.

"Telecommunications" has the same meaning prescribed in A.R.S. § 9-1401, as amended.

"Telecommunications Company" has the same meaning prescribed in A.R.S. § 9-1401, as amended.

"Telecommunications Service" has the same meaning prescribed in A.R.S. § 9-1401, as amended.

"Third Party Areas" means the portions of the Public Property subject to Third Party Limitations.

"Third Party Limitations" means some or part of the Public Property that may contain limited dedications or regulatory use restrictions imposed by a third party.

"U.S.C." means United States Code, as amended.

"Use Area" means the real property used by Company where the Wireless Facilities are located.

"Violation Use Fee" means the types of fees that the City has available to remedy certain breaches of the Agreement by Company.

"Wireless Facility" means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including both of the following: (i) Equipment associated with wireless communications; and (ii) Radio transceivers, antennas, coaxial or fiber-optic cables, regular and backup power supplies and comparable equipment, regardless of technological configuration. Wireless Facility includes Small Wireless Facilities, but does not include the structure or improvements on, under or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber-optic that is between wireless support structures or utility poles or coaxial or fiber-optic cable that is otherwise not immediately adjacent to, or directly associated with, an antenna. In addition, Wireless Facility does not include Wi-Fi radio equipment described in Section 9-506, Subsection I or microcell equipment described in Section 9-584, Subsection E. The Wireless Facilities being seven hundred fifteen (715) square feet and an additional one hundred fourteen (~114) square feet (14'-0" x 8'-10") for a total area of eight hundred twenty-nine (829) square feet.

"Wireless Facilities Site Permit", also referred to herein as "Site Permit", means the permit authorizing the installation of Wireless Facilities at the Public Property.

"Wireless Infrastructure Company" as defined in A.R.S. §9-591(23) means any person that is authorized to provide telecommunications service in this state and that builds or installs wireless communications transmission equipment, wireless facilities, utility poles or monopoles but that is not a wireless service company. Wireless Infrastructure Company does not include a special taxing district.

"Wireless Services" as defined in A.R.S. §9-591(25) means any services that are provided to the public and that use licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

"Wireless Services Company" as defined in A.R.S. §9-591(26) means a person that provides wireless services. Wireless Services Company does not include a special taxing district.

"Wireless Support Structure" as defined in A.R.S. §9-591(27) means: (i) a freestanding structure, such as a monopole; (ii) a tower, either guyed or self-supporting; (iii) a sign or billboard; or (iv) any other existing or proposed structure designed to support or capable of supporting small wireless facilities. Wireless Support Structure does not include a utility pole.

"Zoning Code" means Chapter 35 of City Code.

SECTION 2. PERMISSION GRANTED

2.1 Grant.

2.1.1 Subject to this Agreement and to the City Charter and City Code, City grants Company the non-exclusive revocable permission to operate and maintain its Wireless Facilities within the Site as depicted and described in Exhibit A, and non-exclusive, revocable permission to access the Site within the Use Area depicted and described in Exhibit B. This Agreement does not grant Company the right and privilege to operate and maintain its Wireless Facilities within Right-of-Way. Subject to the terms and conditions of this Agreement and any additional applicable permits later issued for the Site as more fully set forth in this Agreement, Company's uses of any other Public Property and installation or construction of any other antennae and other equipment locations at this Site are subject to prior review and approval by the City. If Company desires to change the components of any of the Wireless Facilities or Communications Equipment, or other Company Improvements in a manner that changes the primary purpose of such Wireless Facilities, Communication Equipment, or Company Improvements, Company must obtain the City's prior written approval of this change through the City Manager, who may refer the matter to the City Council as required by law. Company's installation, construction, operation, or maintenance of a fiber optics network or telecommunications network or cable facilities are not authorized by this Agreement.

2.1.2 Company must not install, maintain, construct, or operate Wireless Facilities in the Right-of-Way or provide Wireless Services by means of such Wireless Facilities or connect Company's Wireless Facilities to Company's interstate network unless Company first obtains and maintains in good standing at all applicable times during the term of this Agreement no less than one of the following: (i) A City license for video services as provided by Title 9, Chapter 5, Article 7, A.R.S., or (ii) a City license for telecommunications services as provided by Title 9, Chapter 5, Article 1.1, A.R.S. ; or (iii) a Franchise that lawfully permits Wireless Services. Company must demonstrate compliance with this Section when Company submits an application for a wireless license agreement to the City. As of the Effective Date, Company represents and warrants that Company complies with this Section. Company must notify City as provided in this Agreement of any changes to Company's compliance with this Section for City's prior review and approval.

2.1.3 Subject to obtaining the permission of the affected property owner, this Agreement also authorizes Company to operate and maintain its Wireless Facilities on Other Facilities located within Right-of-Way or on Public Property. Provided, however, any Company installation and operation of Wireless Facilities on Other Facilities located within or on Right-of-Way or Public Property must comply with C.C.C. Chapters 46 and 47 and any other applicable sections of the City Code. Upon request, Company must promptly furnish to the City documentation of Company's permission to use the Other Facilities from the facility owner. By executing this Agreement, the City does not waive any rights that it may have against any third party to require prior approval from the City for the third party's use of their property or facilities, or that revenues received by any third party from Company, by virtue of Company's use of their property or facilities, be included in the computation of Franchise or license fees owed by such third parties to the City.

2.1.4 Except for the Company Improvements specifically permitted on the Site and Use Area, no component or part of Company's Wireless Facilities may be installed, constructed, located on, or attached to any Public Property or Right-of-Way within the City by Company until Company has obtained the necessary authorization under C.C.C. Chapter 46. Additionally, Company must comply with all other provisions of the City Code including, but not limited to, C.C.C. Chapter 35 related to zoning.

2.1.5 The Site may be used by Company for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, and repair of related support facilities (such as tower and base, antennas, microwave dishes, equipment shelters and/or cabinets) but only for the provision of what is commonly known as cellular telephone service (whether or not technically referred to as Personal Communications Service, or some other term) by the use of "personal wireless service facilities" (as such phrase is defined in §704 of the Federal Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), partially codified at 47 U.S.C. § 332(c)(7)(C)(2), and not for any other purpose. Company must, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules,

and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use of and operation, maintenance, construction, or installation of Wireless Facilities at the Site.

2.1.6 Any permission granted under this Agreement (for Public Property) and Encroachment Permit (for Right-of-Way) to Company in any Right-of-Way or other Public Property must be subordinate to any prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity, and must be subordinate to any prior lawful occupancy or use thereof by any other person, and must be subordinate to any prior easements therein, provided, however, that nothing herein may extinguish or otherwise interfere with property rights established independently of this Agreement.

2.1.7 The City may also install Wireless Facilities within the Site and Use Area for municipal use including, but not limited to, a 911 emergency response Wireless Facilities operating at 800 MHz frequency. Both parties must mutually agree to the City's use of Company's Wireless Facilities on the Site, which agreement neither party may unreasonably withhold.

2.2 Description of the Wireless Facilities. Company's Wireless Facilities consists of improvements, personal property and Wireless Facilities necessary to operate its communications Wireless Facilities, and may include equipment buildings with perimeter screen walls in accordance with the provisions of Chapter 35 of the Chandler City Code, and related cables and utility lines (collectively the "Wireless Facilities") as described in Exhibit A.

SECTION 3. SCOPE

3.1 Site License. City has jurisdictional authority over the Site and Use Area. The Site, also referred to as the Orbital Site, consists of an area of approximately seven hundred fifteen (715) square feet and an additional one hundred fourteen (~114) square feet (14'-0" x 8'-10") for a total ground space of approximately eight hundred twenty-nine (829) square feet together underground conduit for coax routing to antennas and an antenna array attached to a ball field light and is described in attached **Exhibit "B"**. Company must not amend, modify, terminate, or otherwise change the Exhibits attached to or related to this Agreement without the City's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

3.2 Use Area Encroachment Permit for Site Access. Concurrently with this Agreement, City grants Company an Encroachment Permit for revocable, non-exclusive pedestrian, vehicular, and utility access to the Site without prior notice to City. This Use Area Encroachment Permit grants Company access to perform work where no excavation is involved and where previously permitted structures and facilities exist. Company must submit plans to and obtain City review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed, for any excavation within the Site. This Encroachment Permit allows non-exclusive permission for ingress and egress from the nearest Right-of-Way or Public Property solely for general Site maintenance and servicing activities such as, but not limited to, check and inspect equipment and antennas, change circuit packs and cards, clean cabinets and immediate area, or other similar activity where no closure of or impediment of Right-of-Way or Public Property is required to preserve public health, safety, or welfare. The permitted use for pedestrian, vehicular, and utility access is conceptually depicted and described in Exhibit "B". This Use Area Encroachment Permit automatically expires, terminates, or is revoked upon the expiration, termination, or revocation of this Agreement.

3.3 Site Boundary; Limitations. The Site includes and is limited to only certain areas of the Public Property that Company is permitted to use and occupy as depicted in Exhibit A". The Site includes: (i) the land area to be used by Company solely for the Communications Equipment depicted in Exhibit B; and (ii) the pole or structure to be used by Company for mounting antennas and related equipment. The Site excludes other parts of the Public Property and all other land. Company may not occupy or use any other portion of the Public Property or adjoining lands owned by the City without City's written consent. This Agreement does not grant any rights to use of Public Property outside of Site boundaries.

3.4 Use Area Boundary; Limitations. The Use Area includes and is limited to only certain areas of the Public Property or Right-of-Way that Company is permitted to use and occupy as depicted in Exhibit B. The Use Area includes: (i) a motor vehicle parking space (the "Parking Space") to be used by Company solely for parking a service vehicle to service the Wireless Facilities and for ingress and egress to that Parking Space; and (ii) utilities to support the Wireless Facilities and related Company Improvements; the Use Area excludes other parts of the Public Property and Right-of-Way. Company may not occupy or use any other portion of the Public Property or Right-of-Way without the City's written consent. This Agreement does not grant any rights to use of Public Property or Right-of-Way outside of Use Area boundaries.

3.5 Change in Use. Company must use the Site and Use Area solely to operate and maintain the equipment within the Company's Wireless Facilities as authorized by this Agreement. Company must not use the Site or Use Area for any other purpose other than for the facilitation of communications and/or data related uses in connection therewith, without the prior written consent of City. The Site and Use Area must be used only for lawful purposes, and only in accordance with all applicable building, fire, and zoning codes, and applicable local public park ordinances and regulations.

3.6 Utilities. City grants to Company permission to install, repair, replace and maintain the utility wires, poles, fiber, cables, conduits, and pipes on the Public Property in the locations shown in Exhibit B. Any proposed service entrance section, electrical meter pedestal, vault, or other equipment and any associated conduits required by power, telephone, or other service companies to be constructed by Company to provide such services to the Site and Use Area must be clearly indicated on the Site Documents to coordinate with and avoid conflicts with other users of the Public Property. Company must be liable for and must pay throughout the term of this Agreement, all charges for all utility service furnished to the Site and Use Area for all Company purposes related to the operation and maintenance of Company's Wireless Facilities.

3.7 Rights in Adjacent Land. Company's interests granted by this Agreement are expressly limited to the Public Property and Right-of-Way depicted in Exhibit A. Without limitation, in the event any Right-of-Way or other public or private property at or adjacent to the Public Property or Right-of-Way is owned, dedicated, abandoned, or otherwise acquired, used, improved, or disposed of by City, such property or interests in property will not accrue to Company but accrue solely to the City.

3.8 Condition of Title. City does not warrant title or rights to use the Site or Use Area, or any other property related to this Agreement.

3.9 Condition of Site and Use Area. The Site and Use Area are made available in an "as is" condition without any express or implied warranties of any kind, including without limitation any warranties or representations as to their condition or fitness for any use or particular purpose.

3.10 No Real Property Interest. Notwithstanding any provision hereof to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the Parties, Company's interests in the Site and Use Area are limited to those stated in this Agreement.

3.11 Reserved Right and Competing Users and Activities. Notwithstanding anything herein to the contrary, City specifically reserves to itself a non-exclusive delegable right (the "Reserved Right") over the entire Public Property or Right-of-Way located outside of the Site and Use Area for all manner of real and personal improvements and for streets, sidewalks, trails, landscaping, utilities, and every other land use of every description. Without limitation: (i) Company accepts the risk that City may now or in the future install facilities or improvements on Public Property within and without Site and Use Are boundaries, which may make portions of the Public Property unavailable for Company's use; and (ii) Company accepts the risk that there may now or in the future exist upon the Public Property within and without Site and Use Area all manner of work and improvements upon the Public Property (the "Competing Activities"). The Competing Activities include without limitation any and all laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning or other work dealing with any or all of the following, whether above, upon or below the surface of the Public Property and whether occasioned by existing or proposed uses of the Public Property or existing or proposed uses of adjoining or nearby land: (i) All manner of streets, alleys, sidewalks, trails, ways, traffic control devices, subways, tunnels, trains and gates of every description, and all manner of other transportation facilities and their appurtenances; (ii) All manner of pipes, wires, cables, conduits, sewers, pumps, valves, switches, conductors, connectors, poles, supports, access points and guy wires of every description, and all manner of other utility facilities and their appurtenances; (iii) All manner of canals, drains, bridges, viaducts, overpasses, underpasses, culverts, markings, balconies, porches, overhangs and other encroachments of every description and all manner of other facilities and their appurtenances: (iv) All other uses of the Public Property that City may permit from time to time. Neither City, nor any agent, contractor, or employee of City will be liable to Company, its customers nor third parties for any service disruption or for any harm caused them or the Wireless Facilities due to Competing Users or Competing Activities.

3.12 City's Rights Cumulative. All of City's Reserved Rights under various provisions of this Agreement are cumulative to each other.

3.13 Use Priorities. This Agreement does not grant to Company or establish for Company any exclusive rights or priority in favor of Company to use the Site or Use Area. Company must not obstruct or interfere with or prevent City from using the Site or Use Area. Subject to the terms of this Agreement, the parties shall use best efforts to avoid interference with use of the Site or Use Area by the other party.

3.14 Regulation. City reserves the full authority to regulate use of the Public Property and to resolve competing demands and preferences regarding use of the Public Property located outside of the Site and Use Area and to require Company to reasonably cooperate and participate in implementing such resolutions. Without limitation, City may take any or all of the following into account in regulating use of the Public Property: (i) all timing, public, operational, financial and other factors affecting existing and future proposals, needs and plans for Competing Activities; (ii) all other factors City may consider relevant, whether or not mentioned in this Agreement; and (iii) differing regulatory regimes or laws applicable to claimed rights, public benefits, community needs and all other factors relating to Competing Users and Competing Activities.

3.15 Wireless Facilities Relocation. Upon one hundred eighty (180) days' notice from City, which notice will identify any available alternate location for the Wireless Facilities, Company must temporarily or permanently relocate or otherwise modify the Wireless Facility (the "Relocation Work") as follows: (i) Company must perform the Relocation Work at Company's own expense; (ii) the Relocation Work includes all work determined by City to be necessary to accommodate Competing Activities, including without limitation temporarily or permanently removing, protecting, supporting, disconnecting, or relocating any portion of the Wireless Facility; (iii) City may perform any part of the Relocation Work that has not been performed within the allotted time, and Company must reimburse City for its actual costs in performing any Relocation Work; and (iv) City has no obligation to move Company's, City's or others' facilities, but may assist Company to find a new location and to expedite the approval process; (v) City reserves the right to use any of Company's Wireless Facilities that are abandoned in place or that are not relocated on City's request; (vi) all Relocation Work is subject to and must comply with this Agreement; (vii) if City and Company cannot mutually agree on an alternate location, this Agreement will terminate as set forth in Section 12; and (viii) permanent relocation must be reflected by an amendment to this Agreement and subject to City Council approval as required by law.

3.16 Public Safety. Company must immediately remedy the hazard, comply with City requests to secure the Public Property or Right-of-Way, and otherwise cooperate with City at no expense to City to remove any such hazard or impediment if the Company Improvements or any other Company equipment, improvements, or activities present any immediate hazard or impediment to: (i) public health, safety, or welfare; or (ii) to the City; or (iii) to City's equipment or facilities; or (iv) to other improvements or activities within or outside of the Site or Use Area boundaries; or (v) to City's ability to safely and conveniently operate and maintain Public Property or Right-of-Way; or (vi) perform City's utility, public safety, or other public health, safety, and welfare functions. Company's work crews must report to the Site or Use Area within four (4) hours of any request by City under this section or as soon thereafter as is reasonably practicable. The City may impose Violation Use Fees as provided in this Agreement for Company's failure to comply with this Section, this Agreement, or the City Code.

3.17 Third Party Permission. Company's Wireless Facilities located outside of the Site or Use Area must not be located on Third Party Areas without the third party's written permission to use Third Party Areas.

3.18 City Cooperation. City agrees to cooperate with Company, at Company's expense, to make application for and obtain agreements and other necessary approvals that may be required for Company's intended use of the Site and Use Area. However, nothing herein must be deemed to constitute a contractual obligation of City, as a municipality, to issue a required agreement or approval where the officer, agent, or employee of City responsible for the issuance of such agreement denies, in the City's sole discretion, the issuance of such an agreement or approval. This Agreement is not intended to supersede, modify, or waive City Code or Zoning Code requirements applicable to Wireless Facilities.

3.19 Tests and Construction. After execution of this Agreement, Company may enter Public Property and Right-of-Way for appropriate engineering and boundary surveys, inspections, soil test borings, and other reasonably necessary tests for construction, operation, and maintenance of Company's Wireless Facilities and Use Area. Company must coordinate with the City's Development Services Department to avoid interfering with any City operations while conducting any such tests or construction.

3.20 Company Construction/Improvements.

3.20.1 Company must submit plans and specifications for all Company Improvements to be constructed or installed for prior review and approval by the Development Services Department. Such approval is separate from, but may be obtained concurrent with, development approvals (building permits, encroachment permits, special use permits, etc.) required and issued by the Development Services Department. All of Company's construction and installation work must be performed at Company's sole cost and expense and in a good and workmanlike manner.

3.20.2 The construction plans and specifications must include fully dimensioned site plans that are drawn to scale and show, as applicable, antenna, equipment shelter, the proposed changes in the landscape, the proposed type and height of fencing, if any, the proposed type of construction material for all structures, including fencing or screening, and any other details requested by City or required to obtain development approvals.

3.20.3 Company's Improvements must remain Company's personal property and not fixtures, and title to the same must be held by Company. Company must remove all Company Improvements at its sole expense on or before the expiration or earlier termination of this Agreement and must repair any damage to the Site and Use Area caused by such removal and restore the Site and Use Area to the condition it was in at the time of removal reasonable wear and tear and casualty excepted. If this removal includes the removal of a City- owned structure such as a ball field light, a replacement structure approved by the Development Services Department will be constructed by Company at Company's cost.

3.20.4 Any portion of Company's Improvements, or any of Company's personal property, equipment, or improvements on the Site or Use Area that are not removed on or before ninety (90) days following the termination or expiration of this Agreement, may be removed by City and all expenses of such removal and site restoration charged to Company.

3.20.5 Company must not alter nor add improvements to or upon the Site or Use Area without first obtaining written approval of the Development Services Department.

3.21 Maintenance and Repair. Company must maintain and preserve all Company Improvements, the Site, and Use Area in good repair and in a neat and clean condition and in accordance with the City Code and standards. Except for damage caused by use of the Site or Use Area by Company, its employees, agents, subcontractors, lenders, invitees and guests, City will maintain and repair within ordinary course and standards the Public Property and Right-of-Way located outside the Site and Use Area.

3.22 Non-Interference.

3.22.1 Company's Wireless Facilities must be constructed, installed, operated, and maintained to interfere as little as possible with traffic or other authorized uses over, under, or through the Rights-of-Way and on other Public Property. All phases of permitting, construction, traffic control, backfilling, compaction and paving, and the location or relocation of the Wireless Facilities are subject to the City's jurisdiction as described in MAG, City supplements to MAG, and the City of Chandler Utility Manual. Company must keep accurate construction and installation records of the location of all its Wireless Facilities, both aboveground and underground within the City and furnish them to City within thirty (30) days of installation. Company must furnish such information in an electronic format compatible with the then current City electronic format.

3.22.2 Company must locate and relocate, at its own expense, any facilities, equipment, or other encroachment installed or maintained in, on, or under the Rights-of-Way and on other Public Property as may be necessary to facilitate any public purpose or any City project or activity whenever directed to do so by City in writing on a non-discriminatory basis. Such relocations must be accomplished in accordance with the directions from City including the City's construction schedule and made under the same terms and conditions as the initial installation allowed pursuant to this Agreement and encroachment permit. Company must reimburse the City for any direct or indirect damages incurred by the City as a result of delays in locations or relocations as required by this paragraph if caused by Company's negligence, willful misconduct, or undue delay.

3.22.3 Company agrees to obtain permits as required by this Agreement prior to removing, abandoning, relocating, or repairing of any portion of its Wireless Facilities in the Rights-of- Way and on other Public Property. Notwithstanding the foregoing, City understands and acknowledges there may be instances when Company is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of the Wireless Facilities. Company will maintain any annual permits

required by the City for such repairs. Company will notify City, if practicable, before the repairs and will apply for and obtain the necessary permits the next business day after the repairs are initiated.

3.23 Interference and Emergency.

3.23.1 Company must receive approval by the City's Police and Fire Departments that Company's Wireless Facilities will not interfere with the City's public safety communications Wireless Facilities. Company agrees that all Wireless Equipment it operates within the City must strictly comply with the FCC's radio frequency emission regulations. In the event City incurs radio frequency interference with respect to its satellite, City communication Wireless Facilities, television or telephone equipment that is presumably caused by Company's operations, then City will give notice to Company via on-call assistance and in writing. Within ten (10) days following Company's receipt of such notice, Company must conduct engineering field tests to determine if such interference is being caused by Company's Wireless Facilities. City may conduct engineering field tests using City's own engineer to determine if such interference is caused by Company's Wireless Facilities. City's engineer and Company's engineer will endeavor to determine the cause of the interference, but if the two cannot agree on the cause, a neutral third-party engineer will be appointed by City and Company to determine the cause of the interference. If it is determined that such interference results from any of Company's Wireless Facilities, Company must within five business days remedy such interference.

3.23.2 Company must continuously and without interruption, operate so that its Wireless Facilities are not deemed abandoned pursuant to C.C.C. sec. 35-2209.

3.23.3 Subject to the applicable provisions of the Chandler City Charter, City Code, and Arizona Revised Statutes, City may, in the event of a public emergency, sever, disrupt, dig-up, or otherwise remove Company's Wireless Facilities if the action is deemed reasonably necessary by the City Manager, Fire Chief, Police Chief, Public Works Director, or Development Services Director. Notice will be given to Company via telephone by calling the phone number located on the fence surrounding the Wireless Facilities and at 8051 Congress Avenue, Boca Raton, Florida 33487. A public emergency must be any condition which, in the opinion of any of the officials named, poses an immediate threat to the lives or property of City residents, caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, or hazardous material spills.

SECTION 4. FEES, CHARGES, LETTER OF CREDIT, SECURITY FUND, DAMAGE TO RIGHTS-OF-WAY AND PUBLIC PROPERTY

The City's permission to Company for use of the Site and Use Area is subject to Company's payment of the fees and charges as provided in this Agreement.

4.1 Application Fee. Prior to approval of this Agreement by the City Council, Company has paid to the City an application fee in the amount of Three Thousand and No/100 Dollars ($3,000.00), which was delivered to the City on or about November 16, 2023.

4.2 Encroachment Permit Fees. Company must pay all fees as required for processing any encroachment permits independently of this Agreement as indicated on the City fee schedule as adopted by the City Council and as applicable to such permits and construction prior to the issuance of such a permit.

4.3 Use Fee and Other Payments.

4.3.1 Base Fee. For the use of the Site, as of the Effective Date, Company must pay City the sum of $2,461.14 (calendar year 2025) per month as use fee for use of the Site and Use Area (the "Base Fee"). Base Fee payments must be made on or before the first (1st) day of each month. The Base Fee for any fractional month at the beginning or at the end of the initial term or any renewal terms will be prorated.

4.3.2 Collocation Fee and Use Fee. In addition to the Base Fee, Company shall pay to City an additional fee of Two Hundred Seventy-Five and No/100 Dollars ($275.00) per month for each additional Wireless Services Provider who for each month, or for a portion thereof, collocates its Wireless Facilities on the Site, Use Area, Company's Wireless Facilities, or any part thereof (collectively referred to as "Collocation Fee") (the Base Fee and Collocation Fee, if any, are collectively referred to as the

"Use Fee"). Company must pay the Use Fee by the first day of each month during the Term that Company and additional Wireless Services Provider, if any, uses the Site, Use Area, Company's Wireless Facilities, or any part thereof.

4.3.3 Annual Fee Increase. Beginning on January 1, 2026, and each anniversary thereafter, the Base Fee will increase by three and one-half percent (3.5%).

4.3.4 Taxes. In addition to the Use Fee, Company must obtain any required business/sales tax licenses and pay any applicable City, county, and state transaction privilege and use tax. The Use Fee must not be an offset to the transaction privilege tax due and owing by Company.

4.3.5 Timely Payment; Other Fees and Charges. Company agrees that if it fails to pay any amounts owed to the City by the time prescribed for payment, Company must pay interest on the amounts owed, at the rate of one percent (1%) per month. In addition to the fees and taxes set forth herein above, Company must pay those fees and charges for encroachment permit applications, inspection, testing, plan review, pavement damage fees, and any other fees adopted by City and applicable to persons doing work in the Rights-of-Way or on Public Property. Additionally, if the City elects to retain outside inspectors or other persons to review and inspect Company's plans, specifications and construction of the Wireless Facilities, Company must reimburse the City for its actual costs incurred in connection therewith.

4.3.6 Invoice and Payment Information. All fees and costs must be paid to City at the following address or to such other persons or at such other places as City may designate in writing. All payments must be in lawful money of the United States of America.

City of Chandler
ATTN: Development Services
Mail Stop 403
P.O. Box 4008
Chandler, AZ 85244-4008
Phone: 480-782-3000
Email: tuf@chandleraz.gov

City will send invoices to Company at the following address:

SBA 2012 TC Assets, LLC
8051 Congress Avenue
Boca Raton, Florida 33487
Attention: Site Administration
Re: AZ45060-A Orbital
Phone 800.799.4722

4.4. Letter of Credit or Cash Bond.

4.4.1 Amount; Purpose. Within thirty (30) Days after the Effective Date of this Agreement, Company must deposit with the City one of the following: (i) an irrevocable letter of credit in the amount of $50,000 ("LOC"); or (ii) a cash bond in the amount of $50,000 ("Bond"). The form and substance of the LOC or Bond must comply with the form, terms, and conditions as attached in Exhibit "D". The LOC or Bond will be used to assure: (a) the faithful performance by Company of all provisions of this Agreement; (b) compliance with all orders, permits, and directions of any City department having jurisdiction over Company's acts or defaults under this Agreement; and (c) Company's payment of any penalties, liquidated damages, claims, liens, and taxes due to the City that arise by reason of the construction, operation, or maintenance of the Wireless Facilities, including cost of removal or abandonment of any of Company's property.

4.4.2 Drawing on Letter of Credit. The LOC may be drawn upon by the City by presentation of a draft at sight on the lending institution, accompanied by a written notice as provided in the Annex to Exhibit "D" signed by the Development Services Director certifying that Company has failed to comply with this Agreement and stating the amount drawn. The rights reserved to the City with respect to the letter of credit are in addition to all other rights of the City, whether reserved by this Agreement or authorized by law, and no action proceeding against a letter of credit will affect any other right the City may have.

4.4.3 Drawing on Cash Bond. The Bond may be drawn upon by the City by presentation of written notice as provided in this Agreement in a form similar to the Annex to Exhibit "D" signed by the Development Services Director to Company certifying that Company has failed to comply with this Agreement and stating the amount being drawn. The rights reserved to the City with respect to the Bond are in addition to all other rights of the City, whether reserved by this Agreement or authorized by law, and no action proceeding against the Bond will affect any other right the City may have.

4.4.4 Replenishing. The LOC and Bond must be structured in such a manner so that if the City at any time draws upon the LOC or Bond, upon notice to Company, Company must immediately increase the amount of available credit or Bond amount by an amount necessary to replenish that portion of the available credit or Bond exhausted by the honoring of the City's draft; provided, however the maximum amount available to be drawn on this LOC or Bond for any one event may not exceed $50,000. The intent of this Section is to always make available to the City a LOC or Bond in the amount of $50,000.

4.5 Damage to Public Property. Whenever the installation, removal, or relocation of any of Wireless Facilities is required under this Agreement, and such installation, removal or relocation cause Public Property to be damaged, Company, at its sole cost and expense, must promptly repair damage and return the Public Property to a safe and satisfactory condition in accordance with applicable laws, reasonably satisfactory to the Development Services Director or designee. If Company does not repair the Public Property as just described, City will have the option, upon fifteen (15) days prior written notice to Company, to perform or cause to be performed such reasonable and necessary work on behalf of Company and to charge Company for the proposed costs to be incurred or the actual costs incurred by City at City's standard rates, plus an administrative fee of fifteen percent (15%). Upon the receipt of a demand for payment by City, Company must, within thirty (30) days, reimburse City for such costs. For any pavement cuts by Company, Company agrees to restore the pavement and to reimburse City for all costs arising from the reduction in the service life of any public road, in accordance with the provisions of Chapter 46 of the City Code and the fees established by City pursuant thereto. Company agrees to pay within thirty (30) days from the date of issuance of an invoice from City. Provided, however, in the event Company failure creates a dangerous condition for which immediate repair or corrective action is necessary for health or safety reasons, no prior notice need be provided to Company, but City may at City's option, immediately repair and restore the site to a safe condition and charge Company as provided above.

4.6 Damage to Facilities of Others. Company must construct, install, locate, and relocate its Wireless Facilities in such a manner that it causes no disruption of other services or damage to the other facilities. If Company damages any City Improvement, Company must pay to City, the full costs of all repairs incurred by City to repair such damage, together with an administrative fee of fifteen percent (15%). If Company damages any Improvement owned by an entity other than City, Company must, at the option of the entity whose Improvement was damaged, either repair and restore such Improvement to its condition before such damage or reimburse that entity the full cost incurred for repairs and restoration and for other damages as proved by such other entity.

SECTION 5. TERM OF AGREEMENT

5.1 Original Term. The original term of this Agreement will be for a period of ten (10) years that begins on the Effective Date.

5.2 Extension. Provided that the Company is not in default or material breach of this Agreement, the term of this Agreement may be extended for one (1) additional ten (10) year period for a total term not to exceed 20 years from the Effective Date. Any extension of the original term is subject to consent by City and Company, which either may withhold in its sole and absolute discretion. Both City and Company will be deemed to have elected to extend unless City or Company, respectively, gives notice to the contrary to the other at least ninety (90) days prior to the end of the original term or the current extension. All of the terms and conditions of this Agreement apply during the Term and any extension of the Term.

5.3 Hold Over. If Company possesses or occupies the Site or Use Area after the expiration of this Agreement (as extended, if applicable), such hold over by Company will not be deemed to operate as a renewal or extension of this Agreement. Instead, at City's sole discretion, Company's hold over creates permission to use the Site and Use Area on a month-to-month basis that may be terminated by City upon thirty (30) days' notice to Company as provided in this Agreement. If Company possesses or occupies the Site or Use Area at the termination or expiration of the initial term, or any extension thereof, without the City's written agreement or if Company is in default or in material breach at the expiration or termination of the initial term, or any extension, at the City's sole discretion, such hold over by Company will be construed as a tenancy at sufferance from month

to month at one and one-half (1 1/2) times the amount of the Use Fee (defined in Section 4.3) in effect at the time of the hold over and Company will be subject to the same terms and conditions of this Agreement.

SECTION 6. ACCEPTANCE

6.1 Written Acceptance. The Parties execution of this Agreement constitutes its acceptance of the Agreement as granted and its agreement to be bound by and to comply with this Agreement. Company's signature must be acknowledged by Company before a notary public.

6.2 Validity of Agreement. Company must acknowledge, as a condition of acceptance of this Agreement that Company was represented throughout the negotiations of the Agreement by its own attorneys and had opportunity to consult with its own attorneys about its rights and obligations regarding same. Company has reviewed City's authority to execute and enforce this Agreement, and has reviewed all applicable law, both federal and state, and, after considering same, Company acknowledges and accepts the right and authority of City to execute this Agreement, to issue this Agreement and to enforce the terms herein, and Company agrees it shall not now or at any time hereafter contest or challenge City's authority under applicable federal, state and local law to enter into and enforce this Agreement in any city, state or federal court.

SECTION 7. INSURANCE AND INDEMNITY

7.1 Insurance Responsibility. During the entire term of this Agreement, Company must insure its property and activities at and about the Site and Use Area and must provide insurance and indemnification as follows. Company must procure and maintain, and must cause its contractors to procure and maintain as provided in this Section until all their respective obligations have been discharged, insurance against claims for injury to persons or damage to property which may arise from or in connection with Company's obligations under this Agreement and Company's activities on the Site and Use Area, including but not limited to the installation, construction, relocation, removal, repair, operation, and maintenance of the Wireless Facilities, Communications Equipment, and Company Improvements by Company, its agents, representatives, employees, or contractors. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Company from liabilities that might arise out of this Agreement by Company, its agents, representatives, employees or contractors, and Company is free to purchase such additional insurance as may be determined necessary.

7.2 Minimum Scope and Limits of Insurance: Company must provide coverage with limits of liability not less than stated below.

7.2.1 Commercial General Liability – Occurrence Form. Policy must also include coverage for products completed operations, independent contractors, personal injury, property damage, and advertising injury.

Products – Completed Operations Aggregate	$10,000,000
Each Occurrence	$10,000,000

The policy must be endorsed to include the following additional insured language: "The City of Chandler, its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by the Company." This endorsement may not contain an exclusion or limitation of completed operations coverage as regards the additional insured except with respect to the stated aggregate limits of liability. The policy may not exclude the explosion/collapse/underground ("xcu") hazard.

7.2.2 Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of work under this Agreement.

Combined Single Limit (CSL)	$1,000,000

The policy must contain an "MCS-90" endorsement providing for clean-up of pollution conditions arising from transported product, if the work performed under the Agreement requires the transportation of any Hazardous Substances by motor vehicle. The policy must also be endorsed to include the following additional insured language: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers must be named

as an additional insured with respect to liability arising out of the activities performed by Company, including automobiles owned, leased, hired, or borrowed by Company ".

7.2.3 Worker's Compensation and Employers' Liability.

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

Policy must contain a waiver of subrogation against the City of Chandler.

7.2.4 Pollution Liability.

Per Occurrence	$5,000,000
Annual Aggregate	$5,000,000

The policy must be endorsed to include the following additional insured language: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Company." The policy must include coverage for cleanup of sudden or accidental pollution conditions arising from the Wireless Facilities and Communications Equipment, as defined in the Agreement; cleanup of new conditions arising from Company's operations and use of the Site and Use Area under this Agreement; and third-party claims for on and off-site bodily injury and property damage. Company warrants that any retroactive date under the policy must precede the Effective Date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

7.2.5 Tech E&O and Network Security and Privacy Liability Insurance (Cyber).

Per Loss	$5,000,000
Annual Aggregate	$5,000,000

The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Agreement. If the professional liability insurance required by this Agreement is written on a claims-made basis, Company warrants that any retroactive date under the policy will precede the
Effective Date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the Effective Date of this Agreement. If such insurance is maintained on an occurrence form basis, Company must maintain such insurance for an additional period of one (1) year following termination or expiration of this Agreement. If such insurance is maintained on a claims-made basis, Company must maintain such insurance for an additional period of three (3) years following termination or expiration of this Agreement. If Company contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), Company must provide proof of same. The insurance must provide coverage for the following risks: (i) Liability arising from theft, dissemination or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form; (ii) Network security liability arising from the unauthorized access to, use of or tampering with the Wireless Facilities including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure; (iii) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, the Wireless Facilities, network or similar computer related property and the data, software, and programs thereon. The policy must provide a waiver of subrogation.

7.3 **Additional Insurance Requirements.** The policies are to contain, or be endorsed to contain, the following provisions: Company's insurance coverage must be primary insurance and non-contributory with respect to the obligations

that Company has undertaken under this Agreement. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, volunteers, and employees, for losses arising from work performed by the Company under this Agreement.

7.4 **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must provider thirty (30) days prior written notice of cancellation to the City except for non-payment of premium for which a ten (10) day notice will be provided. Such notice must be sent directly to the addresses listed below and must be sent by certified mail, return receipt requested.

City of Chandler
Attention: Development Services Department
P.O. Box 4008, Mail Stop 405
Chandler, Arizona 85244-4008
Phone: (480) 782-3000
Email: tuf@chandleraz.gov

With a copy to:

Office of the City Attorney
Attention: Risk Management
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

7.5 **Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A-VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Company from potential insurer insolvency.

7.6 **Verification of Coverage.** Company must furnish City with certificates of insurance (ACORD form or equivalent approved by City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement. All certificates required by this Agreement must be sent directly to the City of Chandler Development Services Department with a copy to Risk Management as the addresses listed in Section 7.4. The Agreement number and description are to be noted on the certificate of insurance. At City's request, Company must make certified copies of all insurance policies required by this Agreement available for City's review through a representative and at a location within Maricopa County, Arizona designated by Company.

7.7 **Contractors.** Company's certificate(s) must include all contractors as additional insureds under its policies or contractors must maintain separate insurance as determined by Company and contractors must name City of Chandler as an additional insured, however, contractor's limits of liability must not be less than $1,000,000 per occurrence, $2,000,000 aggregate.

7.8 **Approval.** Any modification or variation from the insurance requirements in this Agreement must have prior approval from the Office of the City Attorney, whose decision will be final. Such action will not require a formal contract amendment but may be made by administrative action.

7.9 **Indemnity.** In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Agreement or any and all permits and until all obligations and performances under or related to this Agreement are satisfied and all matters described in this paragraph are completely resolved, Company and all other persons using, acting, working or claiming through or for Company (if they or their subcontractor, employee or other person or entity hired or directed by them participated in any way in causing the claim in question) must jointly and severally indemnify, defend,

and hold harmless City and all other parties required to be named as additional insureds under this Section 7 ("Additional Insureds") for, from and against any and all claims or harm related to Company's use of the Site and Use Area or the interests granted to Company with respect to the Site and Use Area or Company's exercise of its interests under this Agreement (the "Indemnity"). Without limitation, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all reasonable attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of Company's use of the Site and Use Area or other property pursuant to this Agreement or any and all permits, or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this Agreement by Company, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the Site and Use Area or surrounding areas related to Company's exercise of its rights under this Agreement, except to the extent caused by City or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence City may be liable. Notwithstanding the foregoing, the Indemnity does not apply to: (i) Claims arising from the sole negligence or intentionally wrongful acts of City; or (ii) Claims that the law prohibits from being imposed upon the indemnitor.

7.10 Risk of Loss. Company assumes the risk of all loss, damage or claims related to Company's use of the Site and Use Area or other Public Property, Company or third parties throughout the term of this Agreement and the term(s) of all permits. Company must be responsible for all damage to its property and equipment related to this Agreement unless caused by the negligence of the City or its agents or contractors.

7.11 Insurance to be Provided by Others. Company must cause its contractors or other persons occupying, working on or about, or using the Site or Use Area pursuant to this Agreement to be covered by their own or Company's insurance as required by this Agreement. The required policy limits for commercial general liability insurance provided by such persons must be $1,000,000 for each occurrence, $1,000,000 for products and completed operations annual aggregate, and $2,000,000 general aggregate limit per policy year. This paragraph does not apply to persons who do not actually perform physical labor at the Site or Use Area (such as Company's consulting design engineers).

SECTION 8. TRANSFER OF LICENSE AGREEMENT

8.1 Assignability. This Agreement and the related permits are not assignable by Company (and any assignment will be void and vest no rights in the purported assignee) unless the assignment is made in strict compliance with the following.

8.2 Assignments Affected. Every assignment of any of Company's interest in the Site and Use Area, any agreement, or any of Company's rights or interests hereunder is prohibited unless Company first receives from City notice of City's consent to the assignment, City's consent to such assignment not to be unreasonably withheld, conditioned, or delayed. All references in this Agreement to assignments by Company or to assignees shall be deemed also to apply to all of the following transactions, circumstances and conditions and to all persons claiming pursuant to such transactions, circumstances and conditions: (i) Any voluntary or involuntary assignment, conveyance or transfer of Company's right to use the Site and Use Area under this Agreement or any interest or rights of City under this Agreement, in whole or in part; (ii) Any voluntary or involuntary pledge, lien, mortgage, security interest, judgment, claim or demand, whether arising from any contract, any agreement, any work of construction, repair, restoration, maintenance or removal, or otherwise affecting Company's rights to use the Site and Use Area (collectively "Liens"); (iii) Any assignment by Company of any interest in any Agreement for the benefit of creditors, voluntary or involuntary; (iv) A Company Insolvency; (v) The occurrence of any of the foregoing by operation of law or otherwise; (vi) The occurrence of any of the foregoing with respect to any assignee or other successor to Company.

8.3 Pre-approved Assignments. Subject to certain conditions hereafter stated, City hereby consents to certain assignments (the "Pre-approved Assignments"). Only the following assignments are Pre-approved Assignments:

8.3.1 Complete Assignment of Agreement and Permits. Company's complete assignment of all of Company's rights and Interests in the Site and Use Area to a single assignee who meets all of the following requirements, as determined by City in City's reasonable discretion (a "Qualified Operator"): (i) The assignee has experience, management, credit standing and financial capacity and other resources equal to or greater than Company's and adequate to successfully perform the obligations set forth

herein; (ii) The assignee is experienced in the management and operation of similar projects; (iii) The assignee assumes all of Company's obligations herein; (iv) The assignee has a net worth of not less than $50,000,000.00.

8.3.2 Stock Transfers. The transfer of publicly traded stock, regardless of quantity.

8.3.3 Merger. The merger or consolidation of Company with another entity that is a Qualified Operator.

8.3.4 Common Ownership Transfer. Company's complete assignment of all of Company's rights and interests in the Site and Use Area to single assignee who is and remains a wholly owned subsidiary of Company's sole owner as of the date of the Agreement (or a wholly owned subsidiary of a wholly owned subsidiary of Company's sole owner as of the date of the Agreement Agreement).

8.4 Limitations on Assignments. City's consent to any assignment, including without limitation, Pre-approved Assignments, is not effective until the following conditions are satisfied: (i) Except for the sale of stock, Company must provide to City a summary of provisions of the transaction documents assigning its interests; and (ii) Each assignee must execute an assumption of any and all agreements and permits to be assigned in form attached as Exhibit E; and (iii) Each Pre-approved Assignment must satisfy all other requirements of this Agreement pertaining to assignments.

8.5 Assignment Remedies. Any assignment without City's consent must be void and must not result in the assignee obtaining any rights or interests. City may, in its sole discretion and in addition to all other remedies available to City under this Agreement or otherwise, and in any combination, terminate all agreements and permits; collect the Use Fee from the assignee and/or declare the assignment to be void, all without prejudicing any other right or remedy of City this Agreement. No cure or grace periods may apply to assignments prohibited under this Agreement or to enforcement of any provision under this Agreement against an assignee who did not receive City's consent.

8.6 Effect of Assignment. Prior to any assignment, each assignee must execute an assumption of this Agreement and permit in the form attached hereto as Exhibit "E". No action or inaction by City will be deemed a waiver of the prohibition on assignments or any other provision herein, or the acceptance of the assignee, Company or occupant as Company, or a release of Company from the further performance by Company of the provisions of this Agreement, any agreement, or any permit. Consent by City to an assignment will not relieve Company from obtaining City's consent to any further assignment. No assignment may release Company from any liability hereunder.

8.7 Enforceability after Assignment. No consent by City may be deemed to be a novation. City's consent to any assignment does not in any way expand or modify the terms set forth this Agreement or waive, diminish, or modify any of City's rights or remedies under this Agreement or any permit. The terms set forth in this Agreement will be enforceable against Company and each successor, partial or total, and regardless of the method of succession, to Company's interest hereunder. Each successor having actual or constructive notice of this Agreement will be deemed to have agreed to the preceding sentence.

8.8 Grounds for Refusal. Except for the Preapproved Assignments, no assignment of any agreement or permit by Company is contemplated or bargained for. Without limitation, City has the right to impose upon any consent to assignment such conditions and requirements as City may deem appropriate.

8.9 Consent to Assignments Company must attach to each Pre-approved Assignment a copy of Company's notice to City of the Pre-approved Assignment and other required documents, Company must attach to each other assignment, a copy of City's notice to Company of City's consent to the assignment. This Agreement will continue to be enforceable according to its terms despite any provisions of any documents relating to an assignment.

8.10 Assignment Fee. Company must pay to City in advance the sum of $500 as a nonrefundable fee for legal, administrative, and other expenses related to every Pre-approved Assignment of an Agreement (including any related Site permits (other than the sale of publicly traded stock) or to any request for a consent to assignment, whether City grants such request.

SECTION 9. VIOLATION USE FEES AND PUBLIC SAFETY VIOLATIONS

9.1 Material Breach by Company. Company, its affiliates, agents, employees, contractors, successors, assigns, and representatives must comply with and perform each obligation required of Company as set forth in this Agreement. The

following constitute a material breach by Company:

9.1.1 Company's failure to cure an event of default as described in this Agreement within ten days from the date the notice is deemed received from the City as provided in Section 9.2.

9.1.2 Company engages in a pattern of repeated failure (or neglect) to timely perform or observe any provision of this Agreement after City has given notice as provided in Section 15.15 of any failure by Company to comply with its obligations set forth in this Agreement (collectively "Repeated Default"). The following constitute repeated default: (a) the City issues a notice of default to Company within any thirty (30) day period following the notice date of a prior event of default, (b) the City issues three or more notices of default to Company within any ninety (90) day period following the notice date of a prior event of default, or (c) the City issues six or more notices of default to Company within any twelve (12) month period following the notice date of a prior event of default.

9.2 **Events of Default**. All agreements and permits issued to Company under this Agreement are approved upon the condition that each of the following events will be deemed an "Event of Default" for Company's failure to perform or satisfy the following material obligations:

9.2.1 If Company fails to make timely payment of the fees and charges required under this Agreement or permit granted by the City.

9.2.2 If Company fails to operate the Wireless Facilities under the terms and conditions set forth in this Agreement.

9.2.3 If Company fails to maintain any insurance or Letter of Credit required under this Agreement.

9.2.4 If City is exposed to any liability, obligation, damage, cost, expense, or other claim of any description, whether asserted, unless Company gives immediate notice to City of Company's commitment to indemnify, defend, and hold City harmless against such claim and Company does in fact promptly commence and continue to indemnify, defend, and hold City harmless against such claim.

9.2.5 If Company fails to timely and completely do or perform or observe any other provisions of this Agreement and such failure continues for a period of thirty (30) days after City has notified Company in writing of such failure or neglect.

9.3 **City's Remedies for Material Breach**. Upon the occurrence of any material breach or at any time thereafter, City may, at its option, exercise at Company's expense any or all or any combination of the following cumulative remedies in any order and repetitively at City's option: (i) revoke any or all license agreements and permits due to Company's breach as provided in Section 9.1. The City's revocation does not terminate Company's obligations arising during the time simultaneous with or prior to or the revocation, and in no way terminates any of Company's liability related to any breach of this Agreement; (ii) pay or perform, for Company's account, in Company's name, and at Company's expense, any or all payments or performances required to be paid or performed by Company (iii) abate at Company's expense any violation of this Agreement; (iv) Notwithstanding anything under this Agreement to the contrary, unilaterally and without Company's or any other person's consent or approval, draw upon, withdraw, or otherwise realize upon or obtain the value of any letter of credit, escrowed funds, insurance policies, or other deposits, sureties, bonds, or other funds or security held by City or pledged or otherwise obligated to City by Company or by any third party (whether or not specifically mentioned herein) and use the proceeds for any remedy permitted by this Agreement; (v) Require an additional security deposit adequate in City's sole discretion to protect Public Property: (vi) Assert, exercise, or otherwise pursue at Company's expense any and all other rights or remedies, legal or equitable, to which City may be entitled, subject only to the limitation set out below on City's ability to collect money damages in light of the Violation Use Fee; (vii) Impose civil sanctions for public safety violations as provided in this Agreement.

9.4 **Violation Use Fee**. In lieu of certain money damages (the "Inconvenience Costs") set out below, the following use fees apply to Company's material breach of specific terms of this Agreement (the "Violation Fee Provisions"): (i) The Inconvenience Costs are the money damages that City suffers in the form of administrative cost and inconvenience, disharmony among competing users, and general inconvenience in the use of Public Property or Right-of-Way (if applicable) by City and the public when Company fails to comply with the Violation Fee Provisions; and (ii) Company's failure to comply with Violation Fee Provisions will result in Inconvenience Costs in an amount that is and will be impracticable to determine.

Therefore, the Parties have agreed that, in lieu of Company paying to City as damages the actual amount of the Inconvenience Costs for violating the Violation Fee Provisions, Company must pay the following violation use fees (the "Violation Use Fee"). The City may elect to draw upon the Letter of Credit to collect the Violation Use Fee. For continuing violations within a 24-hour period, each calendar day is considered a separate period for purposes of recovery of Violation Use Fees. The Violation Fee Provisions and the amount of the Violation Use Fee per day or part thereof are as follows:

Violation Use Fee (per day)	Violation Use Fee Description
$600	Company's failure to properly restore damage to the public right-of-way, within ten (10) days after written notice from the City, timely perform work to the Wireless Facilities, Site, and/or Use Area as required by this Agreement, within ten (10) days after written notice from the City, to correct related violations of specifications, code, ordinance, or standards within ten (10) days after written notice from the City, or six (6) or more breaches of the terms of this Agreement, which have not been cured by Company within twelve (12) consecutive months.
$500	Three (3) or more material breaches of this Agreement by Company within ninety (90) consecutive days.
$250	Company's failure to make Company's books and records available to the City as required by this Agreement within ten (10) days of such request, or one (1) or more material breaches of this Agreement by Company within thirty (30) consecutive days.

A Violation Use Fee is only intended to remedy Inconvenience Costs that City suffers because of Company's breach of the Violation Fee Provisions. Company's payment of the Violation Use Fee does not in any way excuse any breach by Company of this Agreement or limit in any way Company's obtaining any other legal or equitable remedy provided by this Agreement or otherwise for such breach. For example, Company's obligation to pay the Violation Use Fee does not in any way satisfy Company's indemnity and insurance obligations under this Agreement, which apply according to their terms in addition to Company's obligation to pay Violation Use Fee.

9.5 Enforcement of Violation Use Fees; Appeal. The City Manager is authorized to issue notices of violation of this Agreement and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the Rights-of-Way and Public Property through Violation Use Fees. The City Manager will issue a warning for the first (1st) violation by Company under this section. The City Manager will issue notice to the Company as listed in Section 15.15. If City determines that the Company is liable for a Violation Use Fee, the City will issue to Company a notice of City's assessment of a Violation Use Fee to Company as provided in Section 15.15. The notice will set forth the nature of the violation and the amount of the assessment. Company must pay the Violation Use Fee within ten (10) days of the date of the City's notice or may appeal the notice of violation as provided in C.C.C. § 1-7.

9.6 Public Safety Violations; Civil Sanctions. In addition to imposing a Violation Use Fee, the City Manager is authorized to issue notices of violation of this Agreement, prosecute such violations as provided in C.C.C. sec.1-8, and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the Rights-of-Way and Public Property. The City Manager will issue a warning for the first violation by Company under this section. The City Manager will issue notice to the Company as listed in Section 15.15.

9.7 Failure to Pay Civil Sanction. Failure of a party to pay a civil sanction upon final adjudication of the civil action as provided by law may result in the automatic termination of this Agreement and any such party may be prohibited from obtaining additional licenses or permits until all outstanding civil sanctions have been dismissed or paid in full.

9.8 Non-waiver. Company acknowledges Company's unconditional obligation to comply with this Agreement. No failure by City to demand any performance required of Company under this Agreement, and no acceptance by City of any imperfect or partial performances under this Agreement, will excuse such performance or impair in any way City's ability to insist, prospectively and retroactively, upon full compliance with these terms and conditions. No acceptance by City of Use Fee payments or other performances hereunder will be deemed a compromise or settlement of any right City may have for additional, different, or further payments or performances as provided for in these terms and conditions. Any waiver by City of any breach of condition or covenant herein contained to be kept and performed by Company will not be deemed or

considered as a continuing waiver and will not operate to bar or otherwise prevent City from declaring a default for any breach or succeeding or continuing breach either of the same condition or covenant or otherwise. No statement, bill, or notice by City or Company concerning payments or other performances due hereunder, or failure by City to demand any performance hereunder, will excuse Company from compliance with its obligations nor estop City (or otherwise impair City's ability) to at any time correct such notice and/or insist prospectively and retroactively upon full compliance with this Agreement. No waiver of any description (including any waiver of this sentence or paragraph) will be effective against City unless made in writing by a duly authorized representative of City specifically identifying the particular provision being waived and specifically stating the scope of the waiver.

9.9 Reimbursement of City's Expenses. Company must pay to City, within thirty (30) days after City's demand, all amounts expended or incurred by City in performing Company's obligations set forth herein (upon Company's failure to perform the same after notice from City) together with interest thereon at the rate of 10% per annum from the date expended or incurred by City.

SECTION 10. ABANDONMENT

10.1 Abandonment; Removal of Company Improvements. In the event that the use of a substantial part of any of the Wireless Facilities is discontinued for any reason for a continuous period of two (2) years for reasons other than Force Majeure, or in the event such Wireless Facilities or personal property, such as equipment related to the Company's use, has been installed on any portion of the Public Property without complying with the requirements of this Agreement, or this Agreement has terminated or been revoked, Company must promptly, upon being given sixty (60) days' notice from the City, begin removal of Company Improvements and related appurtenances from the Public Property other than such underground facilities which the City may permit to be abandoned in place. In the event of such removal, Company must promptly restore the Public Property or other area from which such property has been removed to a condition satisfactory to the City subject to the City's customary practice to review upon request of Company. As a minimum, Company must restore the Public Property to a condition as existed prior to the removal of the structure or property.

10.2 Permanent Abandonment. The Wireless Facilities and any other personal property of Company remaining on the Public Property without the consent of the City one hundred eighty (180) days after the termination, expiration, or revocation of this Agreement will be, at the option of the City, considered permanently abandoned. Any Company personal property permitted to be abandoned in place will be abandoned consistent with C.C.C. §§ 46-2.9, 46-8.12(K), the Utility Permit Manual, Transportation and Development Policy TDP-275, and any other applicable law.

SECTION 11. LICENSE AGREEMENT REVOCATION

In addition to the remedies set forth in Section 9, the City may revoke, alter, or suspend this Agreement as follows.

11.1 Revocation for Nonuse. Not later than twenty-four (24) months after the Effective Date that the City issues this Agreement under C.C.C. Chapter 46, or an amended video service agreement under C.C.C. Chapter 46, Company must offer and provide Wireless Services unless the Company cannot meet the requirement for reasons beyond the Company's control as provided in Section 15.22. If Company fails to comply with this section, the City may revoke this Agreement.

11.2 Revocation for Cause. In addition to the remedies listed in C.C.C. Chapter 46 and subject to these terms and conditions, this Agreement may, after City Council consideration, be revoked, altered, or suspended by the City as the City deems necessary for any of the following events of default: (i) Company's failure to file and maintain any faithful letters of credit, insurance coverage, or pay any fees or taxes due and owing as required under this Agreement; (ii) Company's failure to comply with an applicable law, rule, or regulation related to the operation of the Wireless Facilities, this Agreement, or as required by the appropriate regulatory authority; (iii) fraud by Company, in its conduct or relations under this Agreement; (iv) Company's willful or grossly negligent violation of this Agreement; (v) six (6) or more violations of this Agreement that occur within twelve (12) consecutive months; (vi) Company's failure to comply with any federal, state, local, or administrative order, law, permit, regulation, or consent decree as such may apply to Company's activities and services as contemplated in this Agreement; (vii) permanent or temporary suspension of Company's services for a period of 180 or greater consecutive calendar days by the United States or the State of Arizona for any authorizations legally required for Company to own, operate, maintain, or construct the Wireless Facilities; and (viii) if Company is the subject of a voluntary or involuntary bankruptcy, receivership, insolvency, or similar proceeding or if any assignment of any of Company's property is made for the benefit of creditors or if Company is not regularly paying its debts as

they come due..

11.3 Additional Cure Period. Due to the gravity of the events of default listed in Section 11.2 Company is provided additional time (when compared to Section 9.2) to cure these events of default. If any of the foregoing events in Section 11.2 occur, Company must cure the default within sixty (60) days after receipt of notice from the City as provided in Section 15.15. Company will be held in material breach under this Section 11.3: (i) if Company fails to cure the event of default listed in Section 11.2 within sixty (60) days after notice from the City; or (ii) if an event of a default listed in Section 11.2 cannot be cured within sixty (60) days after notice from the City and Company fails to begin and diligently pursue to cure the default.

11.4 City Determination; City Council Consideration. If Company fails to provide services as set forth in Section 11.1 or Company is held in material breach as provided in Section 11.3, the City will notify Company as provided in Section 15.15 of the City's determination to terminate, postpone for a period, or proceed with the revocation, alteration, or suspension of this Agreement. As part of this determination, the City will state the principal reasons that support the City's determination. Company may appeal the City's determination as provided in C.C.C. sec.1-7 within ten (10) business days from the date of the determination. If Company fails to timely appeal the City's determination or if Company's appeal fails, the City may proceed to terminate, postpone for a period, or proceed with the revocation, alteration, or suspension of this Agreement by presenting this matter to the Chandler City Council for consideration at the Council's next regularly scheduled Council meeting. The City will send a written statement of proposed action by certified U.S. mail, return receipt requested, to Company as provided in Section 15.15. The written statement of proposed action must include the date and time of the City Council meeting and the principal reasons for the proposed action. The City Council may take any final action the Council deems necessary and prudent related to the Agreement.

11.5 Removal of Facilities. Upon revocation of this Agreement, the City may declare a forfeiture, whereupon all rights and privileges of Company under this Agreement will immediately be divested without a further act upon the part of Company, and Company must remove its structures or property from the Public Property and restore the Public Property to the condition as existed prior to the removal of the structure or property. Upon Company's failure to do so within six months of revocation, the City may perform the work and collect the City's cost from Company. At the City's option, Company may abandon structures or property in place as provided in this Agreement. At a minimum, the Public Property must be restored to a condition as existed before the removal of the structures or property.

SECTION 12. TERMINATION

12.1 Termination. This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of written notice of default; or (ii) by Company if it does not obtain or maintain any agreement, permit, or other approval necessary for the construction and operation of the Site or Use Area; or (iii) by Company if Company determines that the Site is not appropriate for its operations for economic or technological reason, including without limitation, signal interference; or (iv) Company's Insolvency as described in this section.

12.2 Rights at Termination. The following provisions will apply at the expiration of the term of this Agreement:

12.2.1 Surviving Obligations. Expiration or termination of this Agreement does not terminate Company's obligations existing or arising prior to or simultaneous with, or attributable to, the termination or events leading to or occurring before termination.

12.2.2 Delivery of Possession. Upon expiration or termination of this Agreement, Company must cease using the Site and Use Area. Company must without demand, peaceably and quietly, quit and deliver up the Site and Use Area to the City thoroughly cleaned, in good repair with the Site and Use Area maintained and repaired and in as good order and condition, reasonable use and wear excepted, as the Site and Use Area are now or in such better condition as the Site and Use Area may hereafter be placed.

12.2.3 Confirmation of Termination. Upon expiration or termination of this Agreement for any reason, Company must provide to City upon demand recordable disclaimers covering the Site and Use Area executed and acknowledged by Company and by all persons claiming through this Agreement or Company any interest in or right to use the Site and Use Area.

12.2.4 **Removal of Improvements**. Company must remove all Company Improvements and restore the Site and Use Area including any pole, mast arms, luminaires, or wireless support structure to its prior condition, or to a condition matching City's surrounding land and improvements, as directed by City, at Company's expense within 30 days of termination of this Agreement. Without limitation, such work shall include revegetation and appropriate irrigation facilities for revegetated areas.

12.2.5 **Prior Improvements**. This section also applies to any improvements that Company may have made to the Site or Use Area.

12.3 **Company's Insolvency.** Company's insolvency will be deemed an event of default. "Insolvency" means: (a) the making by Company of any general assignment or general arrangement for the benefit of creditors; (b) the filing by or against Company of a petition to have Company adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Company, the same is dismissed within sixty (60) days); or (c) the appointment of a trustee or receiver to take possession of substantially all of Company's assets located at the Site or of Company's interest in this Agreement, where possession is not restored to Company within thirty (30) days.

SECTION 13. PROPRIETARY INFORMATION

13.1 **Notice to Company.** If City receives a request to disclose information identified by Company as Proprietary Information, City will notify Company of such request as provided in Section 15.15 to permit Company at Company's cost a reasonable opportunity to prevent the disclosure of the requested information. If the City does not receive a court order to prevent disclosure within five business days from the date of the notice, the City will disclose the requested information.

13.2 **Public Records Law.** Notwithstanding any provision in this Agreement, Company acknowledges and understands that City is a political subdivision of the State of Arizona and is subject to the disclosure requirements of Arizona's Public Records Laws (A.R.S. § 39-121 et. seq.).

SECTION 14. RADIO FREQUENCY REQUIREMENTS; CITY EMPLOYEE SAFETY

14.1 **RF Compliance Requirements.** Company must document, report, and confirm its compliance with FCC Radio Frequency Exposure Guidelines (FCC OET Bulletin 65) and all other applicable radio frequency emissions laws and regulations in effect from time to time (collectively, the "FCC Rules"). Company must cause its senior internal engineer responsible for compliance with the FCC Rules to deliver to City a written letter (the "RF Letter"), as follows: (i) The RF Letter must attest that Company's operation of the Communications Equipment complies with the FCC Rules. A statement from Company declaring exemption from reporting to FCC is not acceptable to comply with the requirements of this paragraph; and (ii) Company must maintain records of radio frequency measurements and Communications Equipment performance in accordance with the FCC Rules; and (iii) Company must show its compliance with the FCC Rules.

14.2 **City Employee RF Safety Program**. Company must comply with at least one of the following safety protocols to preserve City's employees, agents, and representatives uninterrupted and safe access to the Public Property and Company's Communication Equipment and Wireless Facilities located on the Site:

14.2.1 **RF Safety Program Monitors**. Participate in a City RF Safety Program (the "City's Safety Program"), enrollment that includes a one-time contribution to the City of two (2) RF Personal Monitors, as specified below, for monitoring radio frequency emissions from Company's Wireless Facilities during the repair and maintenance of City's Facilities and Public Property. The RF Personal Monitors must be delivered to the City's Regulatory Affairs Manager within sixty (60) days of the Effective Date. The RF Personal Monitor must be a new manufactured with full original manufacturer's warranty NARDA (2271/101) – Nardalert S3 Personal & Area Monitor or equivalent device that is approved by the City. The Company must provide for each Nardalert S3 Personal & Area Monitor, a protective silicon or rubberized cover, and a case to store and carry the device. On each five (5) year interval of the Effective Date, the Company must provide the City with one (1) additional RF Personal Monitor that meets or exceeds the requirement in this section and which the City must approve prior to purchase.

14.2.2 **RF Safety Program Annual Contribution**. Participate in the City's Safety Program by making an annual contribution of Two Thousand Five Hundred and No/100 Dollars ($2,500.00) for third-party training of City employees who

may work on poles that carry Company's Wireless Facilities and for the ongoing operation – including the annual recertification training of City employees, test set calibration, and test set maintenance and repair of the City's Safety Program ("Annual Contribution"). The first annual contribution, payable to the City of Chandler, must be delivered or transferred as directed by the City's Regulatory Affairs Manager within sixty (60) days of the Effective Date. Each annual contribution thereafter must be made payable to the City of Chandler as directed by the City's Regulatory Affairs Manager on or before the anniversary date of the Effective Date.

14.3 **Prior Notice for Work Near Wireless Facilities.** Prior to performing any work on the Site, the City's employee will contact the Network Operations Center (the NOC") whose information must be located on the ground level Communications Equipment or on the pole. The City's employee will identify himself or herself as an employee of City and will request deactivate the RF signals at the Site for a specified period. Upon completion of the work, the City's employee will contact the NOC to inform Company that the Site may activate the RF signals.

14.4 **Kill Switch**. Company must provide access to a "kill switch" for the Wireless Facilities and Communication Equipment located at the Site for use by the City's employees, agents, or representatives.

SECTION 15. GENERAL CONDITIONS.

15.1 **Agreement Administrator and Enforcement**. In all matters of Agreement administration, the City Manager has authority to determine Company's compliance with the terms and provisions of the Agreement, and in the event of non-compliance, to exercise any or all the remedies provided in this Agreement and to the full extent provided by law.

15.2 **Right of Inspection of Construction**. The City may inspect all construction or installation work performed subject to the provisions of this Agreement and to make such tests as it deems necessary to ensure compliance with the terms of this Agreement and other pertinent provisions of law.

15.3 **Right of Intervention**. The City may intervene in any suit or proceeding related to or arising out of this Agreement to which Company is party, and Company may not oppose such intervention by the City.

15.4 **Compliance with Laws.** Both Parties must comply with all applicable laws as amended from time to time including but not limited to, the Chandler City Code, the Chandler Charter, and Arizona and federal law in the exercise and performance of its rights and obligations under this Agreement. Provided; however, no such law or regulation of the FCC or ACC may enlarge or modify any of the rights or duties granted by this Agreement without a written modification to this Agreement. To the extent that Company uses the Rights-of-Way or other Public Property to provide services other than those listed in this Agreement, the use of the Rights-of-Way or other Public Property is subject to the terms and conditions of this Agreement and any applicable permits and laws.

15.5 **Reports and Information**. Upon request, Company must provide to City copies of any communications and reports submitted by Company to the FCC or any other federal or state regulatory commission or agency with jurisdiction in respect to any matters that arise out of or related to this Agreement. In addition to the reports required in this Agreement, upon City's request, Company must provide City with regular reports and other information, as requested by the City, to establish Company's compliance with the various requirements, fees, and other provisions of this Agreement.

15.6 **No Recourse.** Company has no recourse whatsoever against the City or its officials, boards, commissions, agents, or employees for any loss, costs, expense, or damage arising out of any provision, requirement, enforcement, or defect in this Agreement.

15.7 **Non-Enforcement by the City**. Company will not be relieved of its obligation to comply with any of the provisions of this Agreement by reason of the City's failure to insist upon or to seek compliance with any term and condition.

15.8 **Agreement Documents**. Unless otherwise provided in this Agreement, Company must submit to the City the Letter of Credit and insurance certificates as required by the Agreement within thirty (30) days of the Effective Date. The Agreement granted is not legally operative until all of Company's requirements in this Section are completed to the City's reasonable satisfaction. In the event Company does not timely satisfy these requirements, this Agreement will be deemed null and void unless Company's time period to comply is extended in writing by the City.

15.9 Survival of Warranties. Company's representations and warranties made as part of the grant of this Agreement or any permit issued under this Agreement survive termination or revocation of this Agreement.

15.10 Right of Cancellation. Company acknowledges that this Agreement is subject to cancellation by the City under A.R.S. § 38-511.

15.11 Hazardous Substances. Company's activities upon or about the Site and Use Area are subject to any of the following hazardous or toxic substances, waste, or materials, or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., or any other federal, state, county, or local law pertaining to hazardous substances, waste, or toxic substances, and their reporting requirements (collectively "Toxic Substances"):

15.11.1 No Warranties. Company understands the hazards presented to persons, property, and the environment by dealing with Toxic Substances. City makes no warranties as to whether the Use Area contains actual or presumed asbestos or other Toxic Substances.

15.11.2 Discovery. Within twenty-four (24) hours after discovery by Company of any Toxic Substances, Company must report such Toxic Substances to City in writing. Within fourteen (14) days thereafter, Company must provide City with a written report of the nature and extent of such toxic substances found by Company.

15.11.3 Disturbance of Toxic Substances. Prior to undertaking any construction or other significant work, Company must cause the Site or Use Area to be inspected to prevent disturbance of potential asbestos or other Toxic Substances. Prior to any work of any description that bears a material risk of disturbing potential asbestos or other Toxic Substances, Company must cause the contractor or other person performing such work to give to City notice by the method described in this Agreement to the effect that the person will inspect for Toxic Substances, will not disturb Toxic Substances, and will indemnify, defend and hold City harmless against any disturbance in Toxic Substances in the course of the contractor's or other person's work. Company must cause any on-site or off-site storage, inspection, treatment, transportation, disposal, handling, or other work involving Toxic Substances by Company in connection with the Site or Use Area to be performed by persons, equipment, facilities, and other resources who are always properly and lawfully trained, authorized, licensed, permitted and otherwise qualified to perform such services. Company must promptly deliver to City copies of all reports or other information regarding Toxic Substances.

15.12 Covenant Against Contingent Fees. Company warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in this Agreement. For breach or violation of this warranty, the City has the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

15.13 Independent Contractor. Any provision in this Agreement that may appear to give the City the right to direct Company or Company the right to direct the City as to the details of accomplishing the work or to exercise a measure of control over the work means that the party will follow the wishes of the other party as to the results of the work only.

15.14 Governing Law; Jurisdiction; Venue. Arizona law governs this Agreement, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding to enforce this Agreement must be instituted in Maricopa County, Arizona courts.

15.15 Delivery, Procedure of Notices and Communications. All notices, consent, or other communication under this Agreement must be in writing and: (i) delivered in person; or (ii) sent by electronic mail and deposited in the United States mail, postage prepaid, registered, or certified mail, return receipt requested; or (iii) deposited with any commercial air courier or express service and addressed as follows:

To City:	To Company:
City of Chandler	SBA 2012 TC Assets, LLC
P.O. Box 4008, Mail Stop 405	8051 Congress Avenue
Chandler, Arizona 85244-4008	Boca Raton, Florida 33487
Attention: Development Services	Attention: Site Administration
Phone: (480) 782-3000	Re: AZ45060-A Orbital
e-mail: tuf@chandleraz.gov	Phone: 800.799.4722 x9522
	e-mail: sitequestions@sbasite.com
With a copy to:	With a copy to:
City of Chandler	SBA 2012 TC Assets, LLC
Office of the City Attorney	8051 Congress Avenue
P.O. Box 4008, Mail Stop 602	Boca Raton, Florida 33487
Chandler, Arizona 85224-4008	Attention: Legal Department

Notice will be deemed received at the time it is personally served, on the day it is sent by electronic mail, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) calendar days after the notice is deposited in the United States mail as above provided. Any time stated in a notice will be computed from the time the notice is deemed received unless noted otherwise. Any party may change its mailing address, phone number, email address or the person to receive notice by notifying the other party as provided in this Section. Notices sent by electronic mail must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by electronic mail.

15.16 Organization/Employment Disclaimer. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, agreement, or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the Parties will be only those expressly set forth in this Agreement.

15.17 Entire Agreement; Amendment; Waivers. This Agreement, and the below listed exhibits which are incorporated herein by this reference and are attached and/or on file at the City and available for inspection, constitute the entire agreement between the City and Company with respect to the transactions contemplated therein and supersede all prior negotiations, communications, discussions, and correspondence, whether written or oral, concerning the subject matter hereof. No supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless executed in writing by the Parties. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provisions, whether similar, nor will any waiver constitute a continuing waiver. No waiver is binding unless expressly executed in writing by the Party making the waiver.

Exhibit "A" – Depiction and Description of Site
Exhibit "B" – Depiction and Description of Use Area
Exhibit "C" – Chandler Department Approval Form
Exhibit "D" – Form Letter of Credit
Exhibit "E" – Assumption Wireless Use Agreement
Exhibit "F" – Extension of Wireless Use Agreement

15.18 Right of Parties. Nothing in this Agreement, whether express or implied, is intended to confer any right or remedies under or by reason of this Agreement on any persons other than the Parties to this Agreement and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any person who is not a party to this Agreement, nor will any provisions in this Agreement give any persons not a party to this Agreement any right of subrogation or action over or against any Party to this Agreement.

15.19 Construction. This Agreement is the result of negotiations between the Parties, none of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions of this Agreement will be construed in accordance with their usual and customary meanings. The Parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed

Agreement or any earlier draft of the same.

15.20 **Severability**. If any covenant, condition, term, or provision of this Agreement is held to be illegal, or if the application of this Agreement to any person or in any circumstances to any extent be judicially determined to be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, condition, term, or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, must not be affected, and each covenant, term, and condition of this Agreement is valid and enforceable to the fullest extent permitted by law.

15.21 **Cooperation and Further Documentation**. Each of the Parties agree to provide the other with such additional and other duly executed documents as are reasonably requested to fulfill the intent of this Agreement.

15.22 **Force Majeure**. For the purpose of any of the provisions of this Agreement, neither Company nor the City, as the case may be, will be considered in breach of or in default of their obligations under this Agreement as a result of the enforced delay in performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to: acts of God, acts of the public enemy, acts of the Federal Government, acts of the Salt River Project, acts of Maricopa County, acts of the State of Arizona or any of its departments, acts of any railroad, fire, floods, epidemics, strikes, lock outs, freight embargoes, and unusually severe weather; it being the purpose and intent of this provision that in the occurrence of any such enforced delay, the time for performance of Company's and the City's obligations, as the case may be, will be extended for the period of the enforced delay, provided that the party seeking the benefit of this provision will have notified the other party in writing of the cause or causes, and requested an extension for the period of the enforced delay. If notice by the party claiming such extension is sent to the other party more than 30 days after commencement of the cause, the period of delay will be deemed to commence 30 days prior to the giving of such notice.

15.23 **On-Call Assistance.** Company must be available to staff employees of any City department having jurisdiction over Company's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of its Wireless Facilities. City may contact by telephone the control center operator at telephone number 800.799.4722 X 9522 regarding such problems or complaints. In the event of a public emergency, pursuant to Sections13.16 and 13.17, the emergency contact can be reached at (800) 799-4722 x 9522.

15.24 **Legal Worker Requirements**. A.R.S. § 41-4401 prohibits the City from awarding a contract to any party who fails, or whose contractors fail, to comply with A.R.S. § 23-214(A). Therefore, Company and each contractor it uses warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of this Agreement and may be subject to penalties up to and including revocation of the Agreement. City retains the legal right to inspect the papers of Company's or contractor's employees who provide services under this Agreement to ensure that Company and its contractors comply with this warranty.

15.25 **Lawful Presence Requirement**. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

15.26 **Written Acceptance**. Company's execution of this Agreement constitutes Company's acceptance of this Agreement as granted and its agreement to be bound by and to comply with the terms and conditions of this Agreement. Company's signature must be acknowledged by Company before a notary public.

15.27 **Data Confidentiality and Data Security**. As used in this Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Company as part of the terms and conditions of this Agreement. Except as specifically provided in this Agreement, Company must not divulge data to any third party without the City's prior written consent. These prohibitions do not apply to the following data: (i) data which was known to the Company prior to the Effective Date; or (ii) data which was acquired by the Company in its performance under this Agreement and which was disclosed to the Company by a third party, who to the best of the Company's knowledge and belief, had the legal right to make such disclosure and the Company

is not otherwise required to hold such data in confidence; or (iii) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Company is subject. Company assumes all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Company, its employees, agents, or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court.

15.28 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and always protected by Company. At a minimum, Company must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. If data collected or obtained by Company or its agents in connection with this Agreement is believed to have been compromised, Company or its agents must immediately notify the City contact. Company agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Company's obligations under this Section survive the termination of this Agreement.

15.29 Public Emergency. City shall have the right, because of a public emergency, to sever, disrupt, dig-up or otherwise destroy facilities of Licensee without any prior notice to Licensee, if the action is deemed reasonably necessary by the City Manager, Fire Chief, Police Chief, City Street Transportation Director, Public Works Director, or Water Services Director. A public emergency may be any condition which, in the opinion of any of the officials named, poses an immediate threat to the lives or property of the residents of the City or others caused by any natural or man-made disaster, including but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills, etc. Licensee will be notified by the City of the public emergency and the action taken by the City as soon as reasonably possible. Licensee shall be responsible for repair at its sole expense of any of its facilities damaged pursuant to any such action taken by City.

15.30 Inspection and Audit of License Provisions. All books, accounts, reports, files, and other records related to or arising out of this License (collectively "Records") are subject at all reasonable times to inspection and audit by the City, including for five years after the expiration or termination of this License. Licensee must produce the Records at a mutually agreed to time and location within Maricopa County, Arizona.

15.31 Blue Stake Laws (Arizona 811) and Traffic Barricade Manual Compliance. Company must comply with A.R.S. sections 40-360.21, and following, by participating as a member of the Arizona Blue Stake Center (Arizona 811) with the necessary records and persons to provide location service of Company's facilities upon receipt of a locate call or as promptly as possible, but in no event later than 2 working days. A copy of Company's agreement or proof of membership must be filed with the City. Company must comply with the latest edition of the City of Chandler Traffic Barricade Manual, as amended.

15.32 Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter, and bind such party to the commitments and obligations set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties duly execute and agree to be bound by this Agreement as of the Effective Date.

"City"

CITY OF CHANDLER, an Arizona municipal corporation

By: _____
Kevin Hartke, Mayor

APPROVED AS TO FORM:

_____
Kelly Y. Schwab, City Attorney

ATTEST:

_____
Dana DeLong, City Clerk

WITNESS:

Print Name: Ashley Carrillo

Print Name: Catherine Reznik

COMPANY:

SBA 2012 TC Assets, LLC, a Delaware limited liability company

By: _____
Joshua Koenig,
Executive Vice President and General Counsel

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 31st day of January, 2025 by Joshua Koenig, Executive Vice President & General Counsel of SBA 2012 TC Assets, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me and did not take an oath.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

(NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA
CATHERINE ALEXIS REZNIK
MY COMMISSION # HH 624946
EXPIRES: October 21, 2028

EXHIBIT A
DEPICTION AND DESRIPTION OF SITE

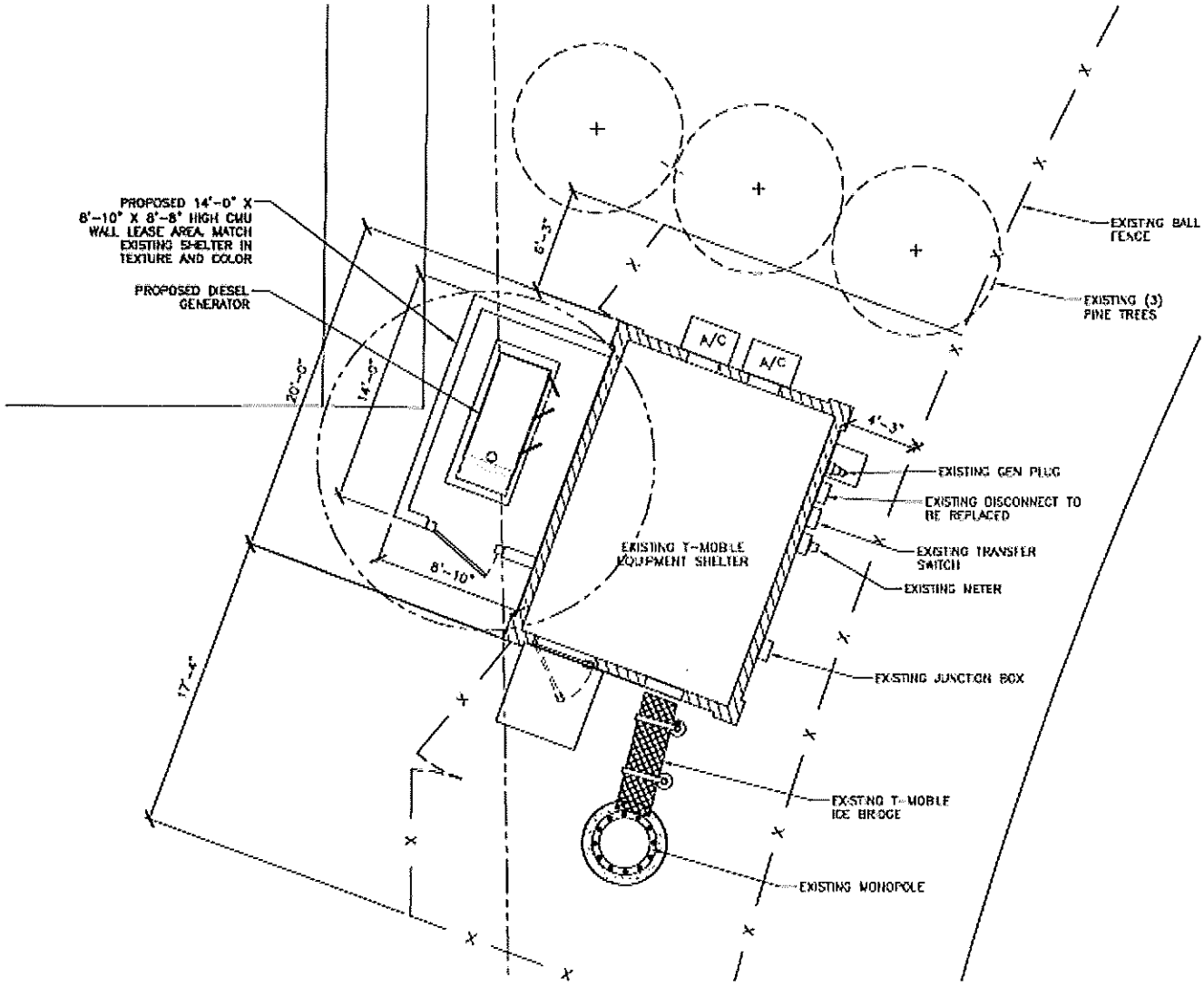
A PORTION OF THE EAST HALF OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 20; THENCE NORTH 89 DEGREES 35 MINUTES 39 SECONDS WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 20, A DISTANCE OF 1270.25 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 24 MINUTES 21 SECONDS WEST, 670.82 FEET TO A POINT OF A CURVE, THE CENTRAL POINT OF WHICH BEARS NORTH 44 DEGREES 05 MINUTES 13 SECONDS EAST, 2935.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35 DEGREES 22 MINUTES 54 SECONDS, HAVING AN ARC DISTANCE OF 1812.43 FEET; THENCE SOUTH 89 DEGREES 06 MINUTES 36 SECONDS EAST, 1359.73 FEET; THENCE SOUTH 00 DEGREES 58 MINUTES 25 SECONDS WEST, 224.21 FEET; THENCE NORTH 89 DEGREES 06 MINUTES 36 SECONDS WEST, 568.10 FEET, THENCE SOUTH 00 DEGREES 58 MINUTES 22 (S/C) WEST, 20.79 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 37 SECONDS WEST, 158.86 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 34 SECONDS EAST, 183.01 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 48 SECONDS EAST, 153.93 FEET; THENCE SOUTH 00 DEGREES 58 MINUTES 22 SECONDS WEST, 466.51 FEET, THENCE SOUTH 89 DEGREES 35 MINUTES 39 SECONDS EAST, 71.83 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
DEPICTION AND DESCRIPTION OF WIRELESS FACILITIES AND USE AREA

LEGAL DESCRIPTION OF WIRELESS FACILITIES

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 00 DEGREES 46 MINUTES 46 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 449.81 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 13 MINUTES 54 SECONDS WEST, A DISTANCE OF 1257.51 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 69 DEGREES 39 MINUTES 48 SECONDS WEST, A DISTANCE OF 18.00 FEET TO A POINT;
THENCE NORTH 20 DEGREES 20 MINUTES 12 SECONDS EAST, A DISTANCE OF 44.00 FEET TO A POINT,
THENCE SOUTH 69 DEGREES 39 MINUTES 48 SECONDS EAST, A DISTANCE OF 18.00 FEET TO A POINT;
THENCE SOUTH 20 DEGREES 20 MINUTES 12 SECONDS WEST, A DISTANCE OF 44.00 FEET TO THE TRUE POINT OF BEGINNING.
SS EASEMENT.


PROPOSED 14'-0" X 8'-10" X 8'-8" HIGH CMU WALL LEASE AREA. MATCH EXISTING SHELTER IN TEXTURE AND COLOR
PROPOSED DIESEL GENERATOR
EXISTING BALL FENCE
EXISTING (3) PINE TREES
A/C
A/C
EXISTING GEN PLUG
EXISTING DISCONNECT TO BE REPLACED
EXISTING TRANSFER SWITCH
EXISTING METER
EXISTING T-MOBILE EQUIPMENT SHELTER
EXISTING JUNCTION BOX
EXISTING T-MOBILE ICE BRIDGE
EXISTING MONOPOLE
20'-0"
14'-0"
8'-10"
17'-4"
6'-3"
4'-3"

LEGAL DESCRIPTION OF USE AREA
(Access)

A 12.00 FOOT WIDE ACCESS EASEMENT OVER AND ACROSS A PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID ACCESS EASEMENT BEING 6.00 FEET WIDE ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 00 DEGREES 46 MINUTES 48 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 449.81 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 13 MINUTES 54 SECONDS WEST, A DISTANCE OF 1257.51 FEET TO A POINT; THENCE NORTH 69 DEGREES 39 MINUTES 48 SECONDS WEST, A DISTANCE OF 24.00 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE OF THE 12.00 FOOT WIDE ACCESS EASEMENT;
THENCE NORTH 20 DEGREES 20 MINUTES 12 SECONDS EAST, A DISTANCE OF 44.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 39.27 FEET TO A POINT OF TANGENCY;
THENCE NORTH 69 DEGREES 39 MINUTES 48 SECONDS WEST, A DISTANCE OF 44.84 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 69 DEGREES 38 MINUTES 42 SECONDS, AN ARC LENGTH OF 30.37 FEET TO A POINT OF TANGENCY;
THENCE NORTH 00 DEGREES 03 MINUTES 06 SECONDS WEST, A DISTANCE OF 248.84 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 89 DEGREES 40 MINUTES 42 SECONDS, AN ARC LENGTH OF 39.13 FEET TO A POINT OF TANGENCY;
THENCE NORTH 89 DEGREES 43 MINUTES 48 SECONDS WEST, A DISTANCE OF 214.91 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 37 DEGREES 15 MINUTES 20 SECONDS, AN ARC LENGTH OF 97.53 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 53 DEGREES 00 MINUTES 52 SECONDS WEST, A DISTANCE OF 62.25 FEET TO A POINT ON THE WESTERLY LINE OF ALMA SCHOOL ROAD AND THE POINT OF TERMINATION OF THE CENTERLINE OF SAID 12.00 FOOT WIDE ACCESS EASEMENT.

LEGAL DESCRIPTION OF USE AREA
(Utilities)

A 10.00 FOOT WIDE UTILITY EASEMENT OVER AND ACROSS A PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID UTILITY EASEMENT BEING 5.00 FEET WIDE ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINES:

BEGIN AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 00 DEGREES 46 MINUTES 46 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 449.81 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 13 MINUTES 54 SECONDS WEST, A DISTANCE OF 1257.51 FEET TO POINT 'A'; THENCE NORTH 09 DEGREES 39 MINUTES 48 SECONDS WEST, A DISTANCE OF 18.00 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE OF THE 10.00 FOOT WIDE UTILITY EASEMENT;
THENCE NORTH 89 DEGREES 48 MINUTES 51 SECONDS WEST, A DISTANCE OF 212.87 FEET TO A POINT ON THE EASTERLY LINE OF ALMA SCHOOL ROAD AND THE POINT OF TERMINATION OF THE CENTERLINE OF SAID 10.00 FOOT WIDE UTILITY EASEMENT.

AND

BEGINNING AT SAID POINT 'A', THENCE NORTH 20 DEGREES 20 MINUTES 12 SECONDS EAST, A DISTANCE OF 22.00 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE OF A 10.00 FOOT UTILITY EASEMENT;
THENCE SOUTH 73 DEGREES 50 MINUTES 20 SECONDS EAST, A DISTANCE OF 5.00 FEET TO A POINT;
THENCE ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 310.33 FEET, A CENTRAL ANGLE OF 26 DEGREES 53 MINUTES 23 SECONDS, A CHORD WHICH BEARS NORTH 33 DEGREES 56 MINUTES 00 SECONDS EAST, A DISTANCE OF 144.31 FEET AND AN ARC LENGTH OF 145.64 FEET TO A POINT;
THENCE SOUTH 47 DEGREES 56 MINUTES 55 SECONDS EAST, A DISTANCE OF 118.37 FEET TO A POINT;
THENCE SOUTH 57 DEGREES 50 MINUTES 49 SECONDS EAST, A DISTANCE OF 267.16 FEET TO THE POINT OF TERMINATION OF THE CENTERLINE OF SAID 10.00 FOOT WIDE UTILITY EASEMENT.

THE LIMITS OF SAID DESCRIBED EASEMENT SHALL BE EXTENDED AND/OR SHORTENED AT ANGLE POINTS, POINTS OF CURVATURE AND TANGENCY, POINTS OF BEGINNING AND POINTS OF TERMINATION AS TO PROVIDE THE CONTINUOUS SPECIFIED WIDTH THROUGHOUT.

EXHIBIT C
CHANDLER DEPARTMENT APPROVAL FORM FOR WIRELESS FACITLITES
ON PUBLIC PROPERTY

Wireless Company _____
Company Contact _____
Location of Site _____

Attach specifications of facilities and their location to this form.

I. ***Department Where Site is to be Located***
☐☐I hereby agree that to the best of our Department's knowledge with the information provided by the Company, that the wireless infrastructure proposed by the above Company at the noted location is acceptable to be located at our Department's facility/location.
☐☐I deny our Department's approval for location at this site. Reason: _____
_____
_____
_____
_____
_____
_____

_____ _____
Department Authorized Representative Signature and Title *Date*

II. ***Development Services Department***
☐☐I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above Company at the noted location meets the City Code zoning requirements for wireless facilities. I have also informed the Company of the procedures to obtain zoning permit approval.
☐☐I deny our Department's approval for location at this site. Reason: _____
_____
_____
_____
_____
_____
_____

_____ _____
Planning/Zoning Authorized Representative Signature and Title *Date*

_____ _____
Real Estate Coordinator Authorized Representative Signature and Title *Date*

CHANDLER DEPARTMENT CLEARANCE FOR WIRELESS COMMUNICATION FACILITIES

III. ***Public Safety Departments***

Information provided by the Company indicates that all wireless communications equipment it will operate within the City is in compliance with the FCC's radio frequency emission regulations and will not interfere with the City's emergency communication Wireless Facilities. If an interference or frequency study was deemed to be necessary in the City's opinion, then it has been performed. If at some time it is determined that there is interference resulting from any such equipment, then the Company knows its use agreement will require it to remedy such interference, and that such interference could be deemed a material breach by the party causing the interference.

Police Department:

☐☐ I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above Company at the noted location will not pose an interference issue for the Department's emergency communication Wireless Facilities.

☐☐ I deny our Department's approval for location at this site. Reason: _____

_____

_____

_____

_____

_____

_____

_____ _____

Police Department Authorized Representative Signature and Title *Date*

Fire Department:

☐☐ I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above Company at the noted location will not pose an interference issue for the Department's emergency communication Wireless Facilities.

☐☐ I deny our Department's approval for location at this Site. Reason: _____

_____

_____

_____

_____

_____

_____

_____ _____

Fire Department Authorized Representative Signature and Title *Date*

INSTRUCTIONS: DEPARTMENT APPROVAL FORM FOR WIRELESS COMMUNICATION FACILITIES ON PUBLIC PROPERTY

Section I. ***Department Where Site is to be Located***
Requires signature of Department Director or his/her designee of the Department whose manages the facility or public land/right-of-way where the wireless facility/structure is to be located. For example, if the facility is desired to be located in the following areas, the corresponding signature is required:

City Property	Department Contact
Community Services/Parks	Mickey Ohland, Park Development and Operation Manager 480-782-2743, mickey.ohland@chandleraz.gov 175 S. Arizona Ave., 4th Floor
Fire Station	Keith Hargis, Assistant Fire Chief 480-782-2161, keith.hargis@chandleraz.gov 151 E. Boston St.
Water/Wastewater Treatment Facility	John Knudson, Public Works Director 480-782-3590, john.knudson@chandleraz.gov 1475 E Pecos Rd.

Public Right-of-Way	Dennis Aust, Development Project Administrator 480-782-3315, dennis.aust@chandleraz.gov 215 E. Buffalo St.
Police Department	William Edel, Police Tech Manager 480-782-4153, william.edel@chandleraz.gov 250 E Chicago St.

The Company and the City Department should agree that the facilities can locate on the property under discussion without disrupting City operations. This may require an on-site tour to determine if there is an acceptable location. Some general discussions of aesthetics/screening should also take place, as well as if there are any benefits the Department might receive such as collocation opportunities. Once a site has been agreed upon, then proceed to get signature for Section II. Fees for use for that site will be determined through the Use Agreement process once all signatures for the "Chandler Department Approvals for Wireless Communication Facilities" form have been received and submitted to the City at **Development Services Dept., 215 E. Buffalo St., Chandler, AZ 85225, (480) 782-3315.**

Section II. ***Development Services:*** Company should be familiar with Chandler City Code Chapter 35, XXII, Section 35-2209 regarding requirements for Wireless Communications Facilities and show that their plans are in accordance with City Code.

Planning/Zoning Contact: Development Services Department, 215 E. Buffalo St., One-Stop Shop Front Counter, 480-782-3000 or Susan Fiala, City Planner, Planning Division, (480) 782-3067, Susan.Fiala@chandleraz.gov

Real Estate Contact: Erich Kuntze, Real Estate Coordinator, (480) 782-3397, erich.kuntze@chandleraz.gov

Section III. ***Police/Fire Departments:*** Company's technical staff should confer with the City's public safety communication staff to assure that all wireless communications equipment it will operate within the City is in compliance with the FCC's radio frequency emission regulations and that the frequencies used will not interfere with the City's emergency communication Wireless Facilities for either the Police or Fire Departments. There will be more detail language for the Company to agree regarding interference issues when applying for the Public Property Use Agreement.

Contact (both Fire & Police Clearance is Required):

Fire Department Fire Department Assistant Chief Keith Hargis, keith.hargis@chandleraz.gov 151 E. Boston St., 480-782-2161	Police Department, Communications Division Police Tech Manager William Edel, william.edel@chandleraz.gov 250 E. Boston St., 480-782-4153

EXHIBIT D
STANDARDS FOR LETTERS OF CREDIT

In addition to any other requirements imposed upon a letter of credit (the "Letter of Credit") issued pursuant to this Agreement, the Letter of Credit shall meet and be governed by the following additional standards and requirements:

1. **Letter of Credit Requirements.** The Letter of Credit shall be printed on Bank Safety Paper. The following terms and no others shall be stated on the face of the Letter of Credit:

1.1 The Letter of Credit is clean, unconditional, irrevocable, independent, and standby.

1.2 The Letter of Credit is payable to City upon presentation of City's draft.

1.3 City may make partial draws upon the Letter of Credit.

1.4 The Letter of Credit is for payment solely upon presentation of a sight draft and a copy of the Letter of Credit.

1.5 Within ten (10) days after City's draft on the Letter of Credit is honored, City must make the original of the Letter of Credit available to the issuer in Maricopa County, Arizona upon which the issuer may endorse its payments.

1.6 The issuer specifies a telefax number, email address, and street address at which City may present drafts on the Letter of Credit.

1.7 The Letter of Credit is valid until a specified date.

1.8 The Letter of Credit will be automatically renewed for successive one (1) year periods, unless at least 30 days prior to expiration the issuer notifies City in writing, by either registered or certified mail, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available by draft on or before the then current expiration date.

1.9 The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits, published by the International Chamber of Commerce including, but not limited to, International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590; ISP98 Model Government Standby (U.S.) Form 11.1 and annexes (2017)).

1.10 The Letter of Credit need not be transferable.

2. **Approved Forms.** The form of the Letter of Credit and of drafts upon the Letter of Credit shall be as follows:

2.1 Except as approved in writing by City's Development Services Department, the form of the Letter of Credit shall be in the form set out below.

2.2 Except as approved in writing by City's Development Services Department, the form of drafts upon the Letter of Credit shall be in the form set out below.

3. **Issuer Requirements.** The issuer of the Letter of Credit shall meet all of the following requirements:

3.1 The issuer shall be a federally insured financial institution with offices in Maricopa County, Arizona, at which drafts upon the Letter of Credit may be presented.

3.2 The issuer shall be a member of the New York Clearing House Association or a commercial bank or trust Company satisfactory to City.

3.3 The issuer shall have a net worth of not less than $1 billion.

FORM OF LETTER OF CREDIT
(ISP98 Model Government Standby (U.S.) Form 11.1)

Date _____, 20__
Letter of Credit No.:_____
Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Dear Sir or Madam:

Issuance. At the request and for the account of [*name and address of applicant*] ("Applicant"), we [*name and address of issuer at place of issuance*] ("Issuer") issue the irrevocable independent standby letter of credit number [*reference number*] ("Standby") in favor of [*name and address of beneficiary*] ("Beneficiary") in the maximum aggregate amount of USD [*amount*].

Undertaking. Issuer undertakes to Beneficiary to pay Beneficiary's demand for payment for an amount available under the Standby and in the form of Annex A (Payment Demand) [or *Annex B (Payment Demand after Notice of Non-Extension)*] completed as indicated and presented to Issuer at the following place for presentation: in Maricopa County, Arizona at or before the close of business on the expiration date.

Overdrawing. If a demand exceeds the amount available, but the presentation otherwise complies, Issuer undertakes to pay the amount available.

Expiration. The expiration date of this Standby is valid until _____ 20__.

Automatic Extension. The expiration date of this Standby shall be automatically extended for successive one-year periods, unless [30] or more calendar days before the then current expiration date Issuer gives written notice to Beneficiary that Issuer elects not to extend the expiration date. Issuer's written notice must be sent by *registered, certified, or priority express mail or nationally recognized overnight courier* to Beneficiary's above-stated address [*and to the attention of [office, officer, or other attention party] or, alternatively, be received by Beneficiary's attention party*] [30] or more calendar days before the then current expiration date.

Payment. Payment against a complying presentation shall be made within three business days after presentation at the place for presentation or by wire transfer to a duly requested account of Beneficiary.

ISP98. This Standby is issued subject to the International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590). This Letter of Credit is not assignable.

Issuer's Charges and Fees. Issuer's charges and fees for issuing, amending, or honoring this Standby are for Applicant's account and shall not be deducted from any payment Issuer makes under this Standby. [*Issuer undertakes to Beneficiary to pay the charges and fees of any bank nominated in this Standby to advise [and confirm] this Standby for acting on such nomination.*]

[*Communications. Communications other than demands may be made to Issuer in the manner and at the place for presentation and also as follows:* ***[address for mailed, couriered, telephone, telefax, or electronic communications].*** *Communications other than for notices of non-extension may be made to Beneficiary at Beneficiary's above-stated address and also as follows:* ***addresses for mailed, couriered, telephone, telefax, or electronic communications].***]

[*Issuer's name*]
[*signature*]

_____
Authorized Signature

_____ [bank name] _____, a _____
By _____ [bank officer's signature] _____
_____ [bank officer's name printed] _____
Its _____ [bank officer's title] _____
Phone: ____ [bank officer's phone number] _____

ANNEX A: PAYMENT DEMAND
(ISP98 Model Government Standby (U.S.) Form 11.1

To: [*Issuer name and address*]

From: Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Date: _____, 20_____

Re: Standby Letter of Credit No. [*reference number*], dated [*date*], issued by [*issuers name*] ("Standby").

Ladies and Gentlemen:

The undersigned beneficiary demands payment of USD [*insert amount*] under the Standby. Beneficiary states that Applicant is obligated to pay to Beneficiary the amount demanded as provided in [*the contract, regulation, or other document that identifies the underlying obligations to the government beneficiary*]. Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: [*Insert name, address, and routing number of beneficiary's bank, and name and number of beneficiary's account*].

[*Beneficiary's name and address*]
By its authorized officer:
[*Insert original signature*]
[*Insert typed/printed name and title*]

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the Development Services Director of the City of Chandler.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at (480) 782-3410 so that I can correct it. Also, please immediately notify the City Attorney at (480) 782-4656.

Thank you.

_____
City of Chandler, Development Services Director

EXHIBIT E
ASSUMPTION OF WIRELESS USE AGREEMENT

Regarding _____

This assumption is made pursuant to paragraph 12.1.5 of that certain Wireless Use Agreement (the "Agreement") between City of Chandler, an Arizona municipal corporation ("City") and _____, a _____ ("Company") dated _____, 20____.

_____, a _____ ("Assignee"), having acquired the rights of the Company under the Agreement, hereby assumes the Agreement, agrees to be bound thereby, and obligates itself to perform the terms and conditions of the Agreement, all in favor of City. The person signing this document on behalf of Assignee warrants to City his authority to do so.

Dated: _____, 20_____

ASSIGNEE: _____,
a _____

By:
Its:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, _____ of _____, a _____.

Notary Public
My Commission Expires:

_____
Date

EXHIBIT F
EXTENSION OF WIRELESS AGREEMENT

This extension is made pursuant to paragraph 5.1 of that certain Wireless Use Agreement (the "Agreement") between City of Chandler, an Arizona municipal corporation ("City") and SBA 2012 TC Assets, LLC, a Delaware limited liability company ("Company") dated _____, 20____.

COMPANY: SBA 2012 TC Assets, LLC, a Delaware limited liability company

By: _____
Its: _____

CITY:

CITY OF CHANDLER, a *municipal corporation*

By: _____
Its: Development Services Director or Designee

APRROVE AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

EXHIBIT "A"

Legal Description of Public Property

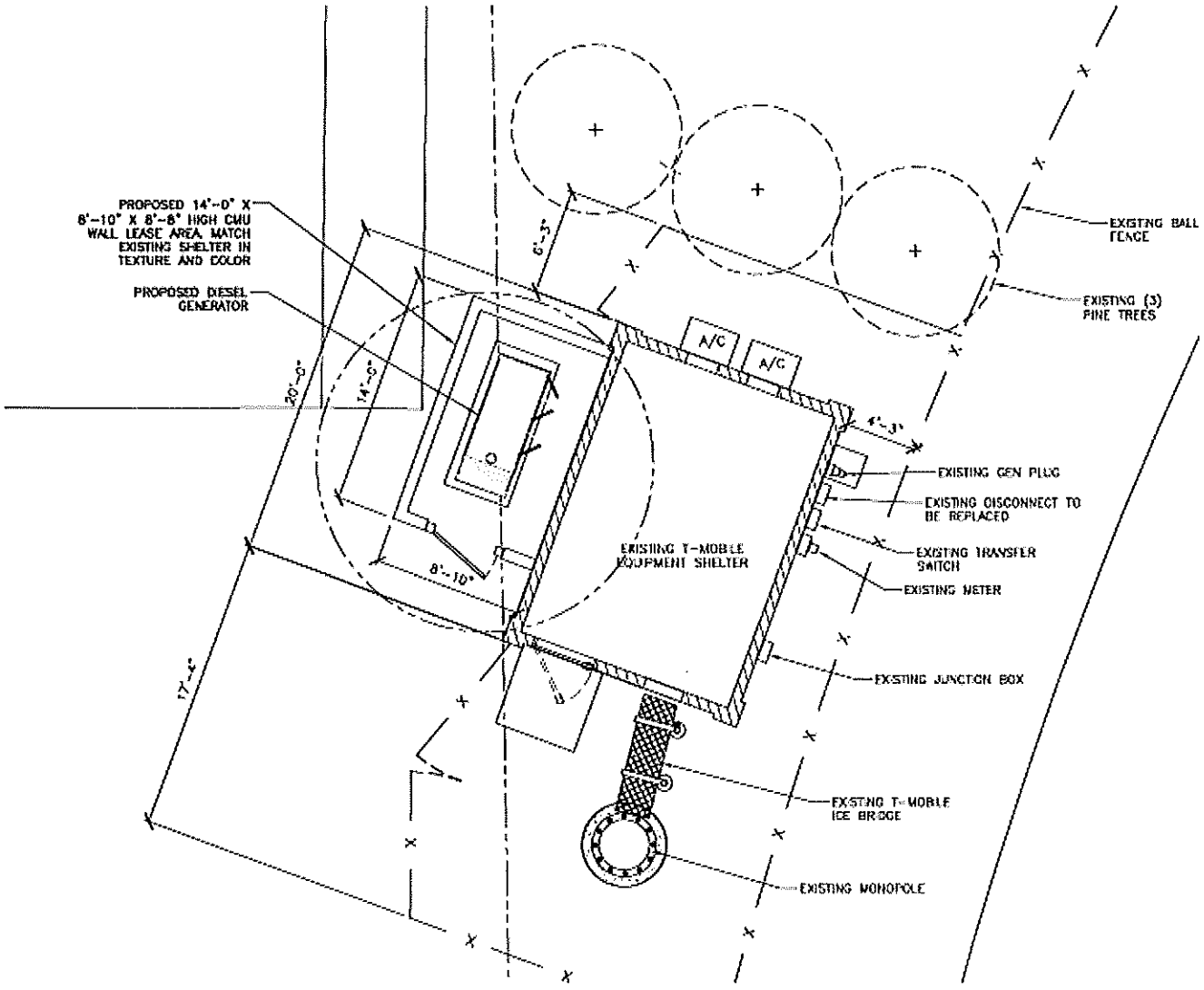
A PORTION OF THE EAST HALF OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 20; THENCE NORTH 89 DEGREES 35 MINUTES 39 SECONDS WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 20, A DISTANCE OF 1270.25 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 24 MINUTES 21 SECONDS WEST, 670.82 FEET TO A POINT OF A CURVE, THE CENTRAL POINT OF WHICH BEARS NORTH 44 DEGREES 06 MINUTES 13 SECONDS EAST, 2935.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35 DEGREES 22 MINUTES 54 SECONDS, HAVING AN ARC DISTANCE OF 1812.43 FEET; THENCE SOUTH 89 DEGREES 06 MINUTES 36 SECONDS EAST, 1359.73 FEET; THENCE SOUTH 00 DEGREES 58 MINUTES 25 SECONDS WEST, 224.21 FEET; THENCE NORTH 89 DEGREES 06 MINUTES 36 SECONDS WEST, 568.10 FEET, THENCE SOUTH 00 DEGREES 58 MINUTES 22 (SIC) WEST, 20.79 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 37 SECONDS WEST, 158.86 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 34 SECONDS EAST, 183.01 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 48 SECONDS EAST, 153.93 FEET; THENCE SOUTH 00 DEGREES 58 MINUTES 22 SECONDS WEST, 466.51 FEET, THENCE SOUTH 89 DEGREES 35 MINUTES 39 SECONDS EAST, 71.83 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
DEPICTION AND DESCRIPTION OF WIRELESS FACILITIES AND USE AREA

LEGAL DESCRIPTION OF WIRELESS FACILITIES

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 00 DEGREES 46 MINUTES 46 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 449.81 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 13 MINUTES 54 SECONDS WEST, A DISTANCE OF 1257.51 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 69 DEGREES 39 MINUTES 48 SECONDS WEST, A DISTANCE OF 18.00 FEET TO A POINT;
THENCE NORTH 20 DEGREES 20 MINUTES 12 SECONDS EAST, A DISTANCE OF 44.00 FEET TO A POINT,
THENCE SOUTH 69 DEGREES 39 MINUTES 48 SECONDS EAST, A DISTANCE OF 18.00 FEET TO A POINT;
THENCE SOUTH 20 DEGREES 20 MINUTES 12 SECONDS WEST, A DISTANCE OF 44.00 FEET TO THE TRUE POINT OF BEGINNING.
SS EASEMENT.


PROPOSED 14'-0" X 8'-10" X 8'-8" HIGH CMU WALL LEASE AREA, MATCH EXISTING SHELTER IN TEXTURE AND COLOR
PROPOSED DIESEL GENERATOR
EXISTING BALL FENCE
EXISTING (3) PINE TREES
A/C
A/C
EXISTING GEN PLUG
EXISTING DISCONNECT TO BE REPLACED
EXISTING TRANSFER SWITCH
EXISTING METER
EXISTING T-MOBILE EQUIPMENT SHELTER
EXISTING JUNCTION BOX
EXISTING T-MOBILE ICE BRIDGE
EXISTING MONOPOLE
20'-0"
14'-0"
8'-10"
17'-4"
6'-3"
4'-3"

LEGAL DESCRIPTION OF USE AREA
(Access)

A 12.00 FOOT WIDE ACCESS EASEMENT OVER AND ACROSS A PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID ACCESS EASEMENT BEING 6.00 FEET WIDE ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 00 DEGREES 46 MINUTES 48 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 419.81 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 13 MINUTES 54 SECONDS WEST, A DISTANCE OF 1257.51 FEET TO A POINT; THENCE NORTH 69 DEGREES 39 MINUTES 48 SECONDS WEST, A DISTANCE OF 24.00 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE OF THE 12.00 FOOT WIDE ACCESS EASEMENT;

THENCE NORTH 20 DEGREES 20 MINUTES 12 SECONDS EAST, A DISTANCE OF 44.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 39.27 FEET TO A POINT OF TANGENCY;

THENCE NORTH 69 DEGREES 39 MINUTES 48 SECONDS WEST, A DISTANCE OF 44.84 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET,

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 69 DEGREES 38 MINUTES 42 SECONDS, AN ARC LENGTH OF 30.37 FEET TO A POINT OF TANGENCY;

THENCE NORTH 00 DEGREES 03 MINUTES 06 SECONDS WEST, A DISTANCE OF 248.84 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET,

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 89 DEGREES 40 MINUTES 42 SECONDS, AN ARC LENGTH OF 39.13 FEET TO A POINT OF TANGENCY;

THENCE NORTH 89 DEGREES 43 MINUTES 48 SECONDS WEST, A DISTANCE OF 214.91 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 37 DEGREES 15 MINUTES 20 SECONDS, AN ARC LENGTH OF 97.53 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 53 DEGREES 00 MINUTES 52 SECONDS WEST, A DISTANCE OF 62.25 FEET TO A POINT ON THE WESTERLY LINE OF ALMA SCHOOL ROAD AND THE POINT OF TERMINATION OF THE CENTERLINE OF SAID 12.00 FOOT WIDE ACCESS EASEMENT.

LEGAL DESCRIPTION OF ACCESS AND USE AREA
(Utilities)

A 10.00 FOOT WIDE UTILITY EASEMENT OVER AND ACROSS A PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID UTILITY EASEMENT BEING 5.00 FEET WIDE ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINES:

BEGIN AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 00 DEGREES 46 MINUTES 46 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 449.81 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 13 MINUTES 54 SECONDS WEST, A DISTANCE OF 1257.51 FEET TO POINT 'A'; THENCE NORTH 09 DEGREES 39 MINUTES 48 SECONDS WEST, A DISTANCE OF 18.00 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE OF THE 10.00 FOOT WIDE UTILITY EASEMENT;
THENCE NORTH 89 DEGREES 48 MINUTES 51 SECONDS WEST, A DISTANCE OF 212.87 FEET TO A POINT ON THE EASTERLY LINE OF ALMA SCHOOL ROAD AND THE POINT OF TERMINATION OF THE CENTERLINE OF SAID 10.00 FOOT WIDE UTILITY EASEMENT.

AND

BEGINNING AT SAID POINT 'A', THENCE NORTH 20 DEGREES 20 MINUTES 12 SECONDS EAST, A DISTANCE OF 22.00 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE OF A 10.00 FOOT UTILITY EASEMENT;
THENCE SOUTH 73 DEGREES 50 MINUTES 20 SECONDS EAST, A DISTANCE OF 5.00 FEET TO A POINT;
THENCE ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 310.33 FEET, A CENTRAL ANGLE OF 26 DEGREES 53 MINUTES 23 SECONDS, A CHORD WHICH BEARS NORTH 33 DEGREES 56 MINUTES 00 SECONDS EAST, A DISTANCE OF 144.31 FEET AND AN ARC LENGTH OF 145.64 FEET TO A POINT;
THENCE SOUTH 47 DEGREES 56 MINUTES 55 SECONDS EAST, A DISTANCE OF 118.37 FEET TO A POINT;
THENCE SOUTH 57 DEGREES 50 MINUTES 49 SECONDS EAST, A DISTANCE OF 267.16 FEET TO THE POINT OF TERMINATION OF THE CENTERLINE OF SAID 10.00 FOOT WIDE UTILITY EASEMENT.

THE LIMITS OF SAID DESCRIBED EASEMENT SHALL BE EXTENDED AND/OR SHORTENED AT ANGLE POINTS, POINTS OF CURVATURE AND TANGENCY, POINTS OF BEGINNING AND POINTS OF TERMINATION AS TO PROVIDE THE CONTINUOUS SPECIFIED WIDTH THROUGHOUT.

Docusign Envelope ID: 8F2505B6-869E-4E55-A5AB-923CCD5535A8

CHANDLER arizona

Development Services
Telecommunications & Utility Franchise

Department Approval Form for Wireless communication Facility on public Property

Wireless Company: SBA 2012 TC Assets, LLC
Site Designation: Orbital (AZ45060-A)
Location of Site: Snedigar Park

Attach facility location map to this form.

I. *Department Where Site is to be Located*

☒ I hereby agree that to the best of our department's knowledge with the information provided by the company, that the wireless infrastructure proposed by the above company at the noted location, is acceptable to be located at our department's facility or location.

☐ I deny our department's approval for location at this site. Reason:

_____
_____
_____
_____
_____

John Sefton, Jr. Community Services Director March 6, 2025
Department Authorized Representative Signature and Title *Date*

II. *Development Services Department*

☒ I hereby agree that to the best of our department's knowledge with the information provided, the wireless infrastructure proposed by the above company at the noted location meets the City Code zoning requirements for wireless facilities. I have also informed the company of the procedures to obtain zoning permit approval.

☐ I deny our department's approval for location at this site. Reason:

_____
_____
_____
_____
_____

David De La Torre Planning Manager March 7, 2025
Planning/Zoning Authorized Representative Signature and Title *Date*

Erich Lentze Real Estate Administrator March 7, 2025
Real Estate Authorized Representative Signature and Title *Date*

Docusign Envelope ID: 8F2505B6-869E-4E55-A5AB-923CCD5535A8

III. *Public Safety Departments*

Information provided by the company indicates that all wireless communications equipment it will operate within the city is in compliance with the FCC's radio frequency emission regulations and will not interfere with the city's emergency communication system. If an interference or frequency study was deemed to be necessary in the city's opinion, then it has been performed. If at some time it is determined that there is interference resulting from any such equipment, then the company knows its use agreement will require it to remedy such interference, and that such interference could be deemed a material breach by the party causing the interference.

Police Department:

☒ I hereby agree that to the best of our department's knowledge with the information provided, the wireless infrastructure proposed by the above company at the noted location will not pose an interference issue for the department's emergency communication system.

☐ I deny our department's approval for location at this site. Reason:

_____

_____

_____

_____

_____

Senior Technology Manager — March 7, 2025

Police Department Authorized Representative Signature and Title — *Date*

Fire Department:

☒ I hereby agree that to the best of our department's knowledge with the information provided, the wireless infrastructure proposed by the above company at the noted location will not pose an interference issue for the department's emergency communication system.

☐ I deny our department's approval for location at this site. Reason:

_____

_____

_____

_____

_____

Keith Hargis — Assistant Fire Chief — March 7, 2025

Fire Department Authorized Representative Signature and Title — *Date*

Last updated: January 2025

Docusign Envelope ID: 8F2505B6-869E-4E55-A5AB-923CCD5535A8

Instructions:

Section I. *Department Where Site is to be Located*

Requires signature of department director or designee of the department that manages the facility, public land or right-of-way where the wireless facility and infrastructure is to be located. For example, if the facility is desired to be located in the following areas, the corresponding signature is required:

City Property	**Department Contact**
Community Services/Parks	John Sefton, Community Services Director 480-782-2707, john.sefton@chandleraz.gov 175 S. Arizona Ave., 4th Floor
Fire Station	Keith Hargis, Assistant Fire Chief 480-782-2161, keith.hargis@chandleraz.gov 151 E. Boston St.
Water/Wastewater Treatment Facility	John Knudson, Public Works Director 480-782-3590, john.knudson@chandleraz.gov 1475 E Pecos Rd.
Public Right-of-Way	Dennis Aust, Telecommunications & Utility Franchise Manager 480-782-3315, dennis.aust@chandleraz.gov 215 E. Buffalo St.
Police Department	Donny Witt, Police Technology Senior Manager 480-782-4172, donny.witt@chandleraz.gov 250 E Chicago St.

The company and the city department should agree that the facilities could locate on the property under discussion without disrupting city operations. This may require an on-site tour to determine if there is an acceptable location. Some general discussions of aesthetics/screening should also take place, as well as if there are any benefits the department might receive such as co-location opportunities. Once a site license has been signed by the company, only then will city staff proceed to get signatures for Section II. Fees for use for the site are determined through the Use Agreement process.

Section II. *Development Services*

Company should be familiar with Chandler City Code Chapter 35, XXII, Section 35-2209 regarding requirements for Wireless Communications Facilities and show that their plans are in accordance with City Code.

Planning/Zoning Contact: Development Services Department, 215 E. Buffalo St., David De La Torre, Planning Manager, Planning Division, (480) 782-3059, david.delatorre@chandleraz.gov

Real Estate Contact: Erich Kuntze, Real Estate Administrator, (480) 782-3397, erich.kuntze@chandleraz.gov

Section III. *Police/Fire Departments*

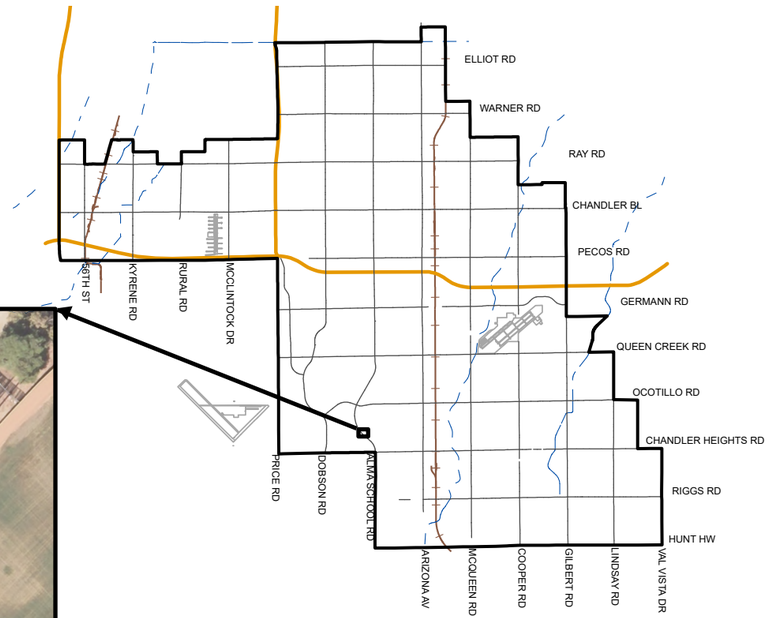
Company's technical staff should confer with the city's public safety communication staff to assure that all wireless communications equipment it will operate within the city is in compliance with the FCC's radio frequency emission regulations and that the frequencies used will not interfere with the city's emergency communication systems for either the Police or Fire Departments. There is more detailed language regarding interference issues in the License Agreement.

Contact (both Fire & Police Clearance is Required):

Fire Department
Fire Department Assistant Chief
Keith Hargis, keith.hargis@chandleraz.gov
151 E. Boston St., 480-782-2161

Police Department, Communications Division
Police Technology Senior Manager
Donny Witt, donny.witt@chandleraz.gov
250 E. Boston St., 480-782-4172

EXISTING ORBITAL BALLFIELD
LIGHT POLE MACRO CELL SITE



MEMO NO. DS25-011

EXISTING FACILITY LOCATION

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Development Services\2025\DS25-011 Orbital Ballfield Light Pole Macro Cell Site\DS25-011 Orbital Ballfield Light Pole Macro Cell Site.aprx 3/7/2025 CameronK

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No.

Date: March 24, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
Dana Alvidrez, City Traffic Engineer/Acting Development Engineering Manager
From: Dennis Aust, Telecommunications and Utility Franchise Manager
Subject: Resolution No. 5879, Authorizing a Wireless License Agreement between the City of Chandler and T-Mobile West, LLC, for the proposed pole macro cell site, located within City-owned real property at Pima Park.

Proposed Motion:

Move City Council pass and adopt Resolution No. 5879, authorizing the Mayor to execute the license agreement between the City of Chandler and T-Mobile West, LLC, for the proposed macro cell site located at Pima Park, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

Background:

Chapter 46 of the Chandler City Code sets forth the city's requirements for encroachment permits for use of the city's rights-of-way and public property, as well as the licensing requirements for telecommunications companies. T-Mobile West is a wireless telecommunications company proposing to install wireless facilities for a ballfield light pole macro cell site at Pima Park, 625 N. McQueen Road.

Resolution No. 5879 grants a ten-year, non-exclusive use agreement, with one ten-year extension, to T-Mobile West pursuant to Chapter 46 and consistent with State law. This agreement also requires the company to adhere to requirements set by Chapter 35 related to Wireless Communications Facilities. Section 35-2209(5) of the Chandler City Code allows new sites that meet the conditions of that section to be installed by right, with no additional public hearings are required,

provided the facility will be set back a minimum of 300 feet from any property that either contains a residence, is zoned for residential use, or is designated for residential use in an adopted area plan. The nearest such property is approximately 337 feet north of the proposed ballfield light.

The request was noticed in accordance with the requirements of the Chandler Zoning Code. There is an existing ballfield light macro cell tower operated by a different wireless carrier on an adjacent field within the same park. City Code allows for two such towers at each field.

The city's Police, Fire, and Development Services departments have reviewed and are satisfied with the requirements specified in the Agreement and have found no interference issues that would present a problem to the city's emergency communications system.

Financial Implications:

The city has received a $3,000 application fee to cover the cost of processing this application. The company will pay permit, inspection, and pavement damage fees, if applicable. T-Mobile West will also pay the city $2,547.28 per month for use of city-owned real property, with provisions for rate increases of 3.5% annually detailed in the agreement. A 2.75% transaction privilege tax also applies to any non-interstate telecommunication services.

Attachments

Resolution No. 5879

Agreement for Use of Public Property

Department Approval Form and Map

RESOLUTION NO. 5879

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING A WIRELESS LICENSE AGREEMENT TO T-MOBILE WEST LLC FOR THE PIMA PARK SITE.

WHEREAS, the City of Chandler believes that it is in the City's best interest to issue a Wireless License Agreement for such purpose.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, as follows:

Section 1. Approves the Wireless License Agreement ("Agreement") between the City of Chandler and T-Mobile West LLC for the Pima Park site in the form attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. Authorizes the Mayor of the City of Chandler to execute the Agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 27th day of March, 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5879 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 27th day of March, 2025 and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY JMB

EXHIBIT “A”

Docusign Envelope ID: 6BA6C242-65FF-4863-A658-476EFB681A2A

WIRELESS AGREEMENT
BETWEEN T-MOBILE WEST LLC, AND THE CITY OF CHANDLER
FOR THE PIMA PARK SITE

City of Chandler Document No._____
City Council Meeting Date: _____

THIS WIRELESS AGREEMENT ("Agreement") is entered into this ____ day of _____, 2025 (the "Effective Date"), by and between the City of Chandler, Arizona, an Arizona municipal corporation ("City"), and T-Mobile West LLC, a Delaware limited liability company ("Company"). City and Company may be referred to individually as "Party" and collectively as "Parties".

RECITALS

A. Company provides wireless communication services by Wireless Facilities (hereinafter defined); and

B. City is authorized to grant use agreements operate and maintain Wireless Facilities within the City boundaries under the Charter and Chandler City Code, and by virtue of federal and state statutes, by the City's police powers, by its authority over its public rights-of-way and highways as defined in Chapter 46 of the Chandler City Code, and by other City powers and authority; and

C. Company has applied to the City for permission to operate and maintain the Wireless Facilities within the City of Chandler and located within City-owned real property as described on the attached Exhibit "A" at a site known as the "Pima Park Complex" located at 625 N. McQueen Road (the "Site") as depicted in Exhibit "B"; and

D. Company has agreed to provide information required by and comply with the terms and conditions set forth in this Agreement and other requirements as City may establish from time to time.

AGREEMENT

NOW, THEREFORE, City hereby grants to Company this Wireless Agreement to operate and maintain Wireless Facilities at the Site within City-owned real property under the following terms and conditions.

SECTION 1. DEFINITIONS

For the purposes of this Agreement, the following words, terms, phrases, and their derivations are given the meaning stated in this Agreement. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

"ACC" means the Arizona Corporation Commission.

"Agreement" means this non-exclusive revocable authorization granted by the City to Company to operate and maintain Wireless Facilities on the Site.

"Agreement Activities" is ascribed the meaning in section 2.1.5.

"Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals and that is used in providing wireless services.

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“A.R.S.” means Arizona Revised Statutes, as amended.

“Base Use Fee” means the amount Company must pay City each month of this Agreement for use of the Site.

“C.C.C.” means Chandler City Code, as amended.

“C.F.R.” means Code of Federal Regulations, as amended.

“City” means the City of Chandler, an Arizona municipal corporation.

“City Council” means the Council of the City of Chandler.

“City Manager” means the Chandler City Manager or the City Manager’s designee.

“Collocate”, “collocating”, or “collocation” refer to the use of Company’s Facilities by another company.

“Communications Equipment” means all electronic equipment at the Wireless Facility location that processes and transports information from the antennas to the Company’s network.

“Company” means T-Mobile West LLC whose principal place of business is 12920 SE 38th Street, Bellevue, WA 98006 and related affiliates, subsidiaries, persons, or entities to which this Agreement is granted.

“Company’s Improvements” means all improvements installed by the Company, including, but not limited to all elements of the Wireless Facility, all screening elements, any landscaping plants or materials, and any other elements provided by the Company in the approved Agreement.

“Competing Users” means entities that own the water pipes, cables and wires, pavement, and other facilities that may be located within the Site. Competing Users include without limitation, the City, the State of Arizona and its political subdivisions, the public, and all manner of utility companies and other existing or future users of the Site.

"Critical Infrastructure Information" has the same meaning prescribed in A.R.S. § 41-1801, as amended.

"Day" means a calendar day, except a Saturday, Sunday, or a holiday prescribed in A.R.S. § 1-301.

“Encroachment Permit” means a permit issued pursuant to Chapter 46 of the Chandler City Code that allows the Company to perform work in the Site and to install and operate improvements in the Site.

“Environmental Laws” means all federal, state, and local laws, ordinances, rules, regulations, statutes, and judicial decisions, as amended from time to time, which in any way relate to or regulate human health, safety, industrial hygiene, environmental conditions, protection of the environment, prevention or cleanup of pollution, or contamination of the air, soil, surface water, or ground water.

“Facility” or “Facilities” means Company’s plant, equipment, and property, including but not limited to boxes, poles, wires, pipe, conduits, pedestals, antenna, and other appurtenances, to provide the services described in this Agreement.

“FCC” means the Federal Communications Commission.

“FCC OET Bulletin 65” means the FCC’s Office of Engineering & Technology Bulletin 65 that includes the FCC Radio Frequency Exposure Guidelines.

“FCC Rules” means all applicable radio frequency emissions laws and regulations.

“Fiscal Year” means a 12-month period that begins on July 1 and ends the following June 30.

“Franchise” has the same meaning prescribed in the Arizona Constitution, article 13, §§ 4 and 6.

Docusign Envelope ID: 6BA6C242-65FF-4863-A658-476EFB681A2A

“Hazardous Substances” means those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law or the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides or herbicides, volatile solvents, materials containing asbestos or formaldehyde, or radioactive materials.

“In-lieu Company” means a single, third party company, using the Site or Company’s Facility, or part thereof, to provide services in lieu of such services being provided by Company.

“Ordinary Permit Use Fee” means the City’s encroachment permit application, review, and other fees related to the issuance of the permit.

“Other Facilities” means facilities owned and operated by parties other than City or Company, which facilities occupy Public Property under authority of a City encroachment permit, Agreement, or franchise.

“Pre-existing Environmental Condition” means the presence, emission, disposal, discharge, or release of any Hazardous Substance at, in, on, under or about the Wireless Facilities and Site, however caused, existing on the Effective Date, whether the nature and extent of the contamination is known or unknown.

“Proprietary Information means any document or material clearly identified by Company as confidential and includes, but is not limited to, any customer lists, financial information, technical information, or other information plainly identified as confidential by Company and pertains to Company’s services provided to its customers.

"Public Property" means the surface of and the space above and below of real property, which is owned, operated, and maintained by the City. Public Property does not include Right-of-Way.

“RF” means radio frequency.

“RF Letter” means a letter attesting to the Company’s compliance with FCC RF exposure guidelines from the Company’s senior internal engineer.

“Right-of-Way” means the area on, below or above a public roadway, highway, street, sidewalk, alley, or utility easement. Right-of-Way does not include a Federal Interstate Highway, a state highway or state route under the jurisdiction of the Department of Transportation, a private easement, property that is owned by a special taxing district, or a utility easement that does not authorize the deployment sought by the Company.

"Section" means any section, subsection, or provision of this Agreement.

“Site” means the Use Area for the Wireless Equipment and the pole to which the antenna and other wireless facilities are attached.

“Site Documents” means the depiction of the Agreement area, schematic plans and map showing location of the installation of the Facility in the Public Property, including but not limited to the title report of the Use Area, vicinity map, site plan, elevations, technical specifications, and the cubic feet of the non-antenna wireless equipment.

“Supplemental Parcel Agreement” means an agreement authorizing the Company to use property outside of the Public Property or Right-of-Way.

“SRP” means Salt River Project and its subsidiaries and affiliates.

"Telecommunications” has the same meaning prescribed in A.R.S. § 9-1401, as amended.

"Telecommunications Company” has the same meaning prescribed in A.R.S. § 9-1401, as amended.

"Telecommunications Service" has the same meaning prescribed in A.R.S. § 9-1401, as amended.
“Third Party Areas” means the portions of the Site subject to Third Party Limitations.

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"Third Party Limitations" means some or part of the Site that may contain limited dedications or regulatory use restrictions imposed by a third party.

"U.S.C." means United States Code, as amended.

"Use Area" means the Public Property used by Company where the Wireless Facilities are located.

"Violation Use Fee" means the types of fees that the City has available to remedy certain breaches of the Agreement by Company.

"Wireless Facility" means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including both of the following: (i) Equipment associated with wireless communications; and (ii) Radio transceivers, antennas, coaxial or fiber-optic cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless Facility includes Small Wireless Facilities, but does not include the structure or improvements on, under or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber-optic that is between wireless support structures or utility poles or coaxial or fiber-optic cable that is otherwise not immediately adjacent to, or directly associated with, an antenna. In addition, Wireless Facility does not include Wi-Fi radio equipment described in Section 9-506, Subsection I or microcell equipment described in Section 9-584, Subsection E.

"Wireless Facilities Site Permit", also referred to herein as "Site Permit", means the permit authorizing the installation of Wireless Facilities at a specific site in Public Property.

"Wireless Infrastructure Company" as defined in A.R.S. §9-591(23) means any person that is authorized to provide telecommunications service in this state and that builds or installs wireless communications transmission equipment, wireless facilities, utility poles or monopoles but that is not a wireless service company. Wireless Infrastructure Company does not include a special taxing district.

"Wireless Services" as defined in A.R.S. §9-591(25) means any services that are provided to the public and that use licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

"Wireless Services Company" as defined in A.R.S. §9-591(26) means a person that provides wireless services. Wireless Services Company does not include a special taxing district.

"Wireless Support Structure" as defined in A.R.S. §9-591(27) means: (i) a freestanding structure, such as a monopole; (ii) a tower, either guyed or self-supporting; (iii) a sign or billboard; or (iv) any other existing or proposed structure designed to support or capable of supporting small wireless facilities. Wireless Support Structure does not include a utility pole.

"Zoning Code" means Chapter 35 of City Code.

SECTION 2. PERMISSION GRANTED

2.1 Grant.

2.1.1 Subject to the provisions of this Agreement, and to the City Code, City grants Company the nonexclusive revocable permission to operate and maintain its Wireless Facilities within the Site. This Agreement does not grant Company the right and privilege to operate and maintain its Wireless Facilities in Right of Way or Public Property located outside of the Site. Subject to the terms and conditions of this Agreement and any additional applicable permits later issued for the Site, for use of the Pima Park Site as more fully set forth herein. The uses of any other Public Property and installation or construction of any other antennae and other equipment locations at this Site are subject to approval by the City through additional Encroachment Permit review by City staff. If Company desires to change the components of any of the Wireless Facilities in a manner that changes its primary purpose, written approval of such change must be obtained by the City Manager who can refer the matter to the City Council if required by ordinance, provided that such consent by either may not be unreasonably withheld or delayed. The installation and construction of a fiber optics or telecommunications network, or cable Wireless Facilities is not authorized by this Agreement.

2.1.2 Company may not install, maintain, construct, or operate Wireless Facilities in the Right-of-Way or provide services by means of such Wireless Facilities unless a Company first obtains and maintains in good standing at all applicable times of the following: (i) A City license for video services as provided by Title 9, Chapter 5, Article 7, Arizona Revised Statutes, or (ii) a City license for telecommunications services as provided by Title 9, Chapter 5, Article 1.1, Arizona Revised Statutes for facilities located in the Right-of-Way that connect the Company's Wireless Facilities to Company's interstate network. Company must demonstrate compliance with this section when Company submits to the City an application for a wireless agreement. As of the Effective Date, Company represents and warrants that Company complies with this condition. Company must notify City as provided in this Agreement of any changes to Company's compliance with this condition.

2.1.3 Subject to obtaining the permission of the affected property owner, this Agreement also authorizes Company to operate and maintain its Wireless Facilities on structures owned by third parties located on Public Property, such as an electric utility company, provided, however, any installation on private property within or on the City's right-of-way, easements or other Public Property must comply with Chapters 46 and 47 and any other applicable sections of the City Code. Upon request, Company must promptly furnish to the City documentation of such permission from such other affected property owner. By executing this Agreement, the City does not waive any rights that it may have against any public utility or other property owner to require prior approval from the City for such uses of their property or facilities, or that revenues received by any public utility or other property owner from Company, by virtue of Company's use of their property or facilities, be included in the computation of franchise or Agreement fees owed by such parties to the City.

2.1.4 Except for those Facilities specifically permitted on the Site, no component or part of Company's Wireless Facilities may be installed, constructed, located on, or attached to any property within the City by Company until Company has, for those Facilities to be located on Public Property or other Right-of-Way; obtained encroachment permits pursuant to Chapter 46 of the City Code. Additionally, Company must comply with all other provisions of the City Code, including Chapter 35 regarding zoning and other relevant City regulations.

2.1.5 The Site may be used by Company for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance and repair of related support Facilities (such as tower and base, antennas, microwave dishes, equipment shelters and/or cabinets) but only for the provision of what is commonly known as cellular telephone service (whether or not technically referred to as Personal Communications Service, or some other term) by the use of "personal wireless service facilities" (as such phrase is defined in §704 of the Federal Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), partially codified at 47 U.S.C. § 332(c)(7)(C)(2), hereinafter "1996 Act Section 704") and not for any other purpose. Company must, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules, and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use of (and operations, maintenance, construction and/or installations at) the Site.

2.1.6 Any privilege claimed under this Agreement and Encroachment Permit by Company in any public street or other Public Property must be subordinate to any prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity, and must be subordinate to any prior lawful occupancy or use thereof by any other person, and must be subordinate to any prior easements therein, provided, however, that nothing herein may extinguish or otherwise interfere with property rights established independently of this Agreement.

2.2 Description of the Wireless Facilities. Company's Wireless Facilities consists of improvements, personal property and Facilities necessary to operate its communications Wireless Facilities, including, without limitation, equipment that may be mounted on City owned poles or poles privately owned by other parties that may be on Public Property, and may include equipment buildings with perimeter screen walls in accordance with the provisions of Chapter 35 of the Chandler City Code, and related cables and utility lines (collectively the "Wireless Facilities") as described in Exhibit A.

SECTION 3. SCOPE

3.1 Agreement. Company agrees to comply with the provisions of Chapter 46 of the City Code.

3.2 Specific Authorization. This Agreement solely authorizes Company to operate and maintain Wireless Facilities to provide Wireless Services in accordance with the terms of this Agreement.

3.3 Compliance with Laws.

3.3.1 Company must comply with all applicable laws, including, but not limited to, the City Code, in the exercise and performance of its rights and obligations under this Agreement. There is hereby reserved to the City the power to amend any section of the City Code to require additional or greater standards of construction, operation, and maintenance or otherwise pursuant to City's lawful police powers or as provided in the Agreement.

3.3.2 If it is necessary for Company to comply with any law or regulation of the FCC or the ACC to engage in the business activities anticipated by this Agreement, Company must comply with such laws or regulations as a condition precedent to exercising any rights granted by this Agreement. Provided, however, no such law or regulation of the FCC or ACC may enlarge or modify any of the rights or duties granted by this Agreement without a written modification to this Agreement.

3.3.3 Upon request Company must provide to the City copies of any communications and reports submitted by Company to the FCC or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters directly affecting enforcement of this Agreement.

3.3.4 Upon request Company must provide the City with regular reports, as reasonably needed, to establish Company's compliance with the various requirements and other provisions of this Agreement.

3.4 Interference and Emergency.

3.4.1. Company must receive approval by the City's Police and Fire Departments that Company's Wireless Facilities will not interfere with the City's public safety communications Wireless Facilities. Company agrees that all Wireless Equipment it operates within the City must strictly comply with the FCC's radio frequency emission regulations. In the event City incurs radio frequency interference with respect to its satellite, City communication Wireless Facilities, television or telephone equipment that is presumably caused by Company's operations, then City will give notice to Company via on-call assistance and in writing. Within ten (10) days following Company's receipt of such notice, Company must conduct engineering field tests to determine if such interference is being caused by Wireless Equipment operated by Company. City may conduct engineering field tests using City's own engineer to determine if such interference is caused by Company's Wireless Equipment. City's engineer and Company's engineer will use their best efforts to determine the cause of said interference, but if the two cannot agree on the cause thereof, a neutral third-party engineer will be appointed by City and Company to determine the cause of the interference. If it is determined that such interference results from any of Company's Wireless Equipment, Company must within five business days remedy such interference.

3.4.2. Company must continuously and without interruption, operate so that its Facilities are not deemed abandoned pursuant to 35-2209 of City Code.

3.4.3. Subject to the applicable provisions of the Chandler City Charter, City Code and Arizona Revised Statutes, City may, in the event of a public emergency, sever, disrupt, dig-up, or otherwise remove Company's Facilities if the action is deemed reasonably necessary by the City Manager, Fire Chief, Police Chief, Public Works Director, or Development Services Director. Notice will be given to Company at (800) 621-2622. A public emergency must be any condition which, in the opinion of any of the officials named, poses an immediate threat to the lives or property of City residents, caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, or hazardous material spills.

3.5 Reservation to City. The City reserves every right and power, which is required to be herein reserved or provided by any ordinance or the Charter of the City, and Company, by its execution of this Agreement, agrees to be bound thereby and to comply with any action or requirements of City in its reasonable exercise of such rights or power, heretofore or hereafter enacted or established. Neither the granting of any Agreement nor any provision hereof may constitute a waiver

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or bar to the exercise of any governmental right or power of the City.

SECTION 4. FEES AND CHARGES

4.1 Application Fee. Company must pay all fees and charges in connection with Company's performance under this Agreement. Company agrees to pay City, a fee in the amount indicated on the City fee schedule as of the date of submittal prior to submittal for approval of this Agreement to the City Council. Company has paid City a one-time payment for the Agreement Application Fee in the amount of $3,000.00.

4.2 Encroachment Permit Fees. Company must pay all fees as required for processing any Encroachment Permits independently of this Agreement as indicated on the City fee schedule as adopted by the City Council and applicable to such permits and construction prior to the issuance of such a permit.

4.3 Use Fee and Other Payments.

4.3.1 For the use of the Site, as of the Effective Date, Company must pay City the sum of $2,547.28 (calendar year 2025) per month as use fee for the Pima Park Site (the "Base Fee"). Initial payments of the Base Fee must be made within 90 days of the Effective Date and subsequent payments must be made on the first (1st) day of each month thereafter. The Base Fee for any fractional month at the beginning or at the end of the Term or Renewal Term will be prorated.

4.3.2 Beginning on the first day of January following the Effective Date, and on each January 1st thereafter, the Base Fee will increase by 3.5%.

4.3.3 In addition to the Base Fee, Company must pay to City any transaction privilege, sales, excise, rental, and other taxes (except income taxes) imposed now or hereinafter imposed by any governmental authority upon rentals and all other amounts to be paid by Company pursuant to this Agreement.

4.3.4 All fees and costs must be paid to City at the following address or to such other persons or at such other places as City may designate in writing. All payments must be in lawful money of the United States of America.

City of Chandler, Development Services
Mail Stop 405, P.O. Box 4008
Chandler, AZ 85244-4008
Attention: Development Services Administrator

4.3.5 City will send invoices to Company at the following address:

T-Mobile West LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance Site PH60501A
Phone: (877) 373-0093
Email: property management@t-mobile.com
Site: Pima Park

SECTION 5. TERM OF AGREEMENT

5.1 Term. The term of this Agreement shall be as follows:

5.1.1 Original Term. The original term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date.

5.1.2 Extension. The term of this Agreement may be extended for one (1) additional ten (10) year period subject to consent by City and Company, which either may withhold in its sole and absolute discretion as provided in Exhibit F. Both City and Company will be deemed to have elected to extend unless City or Company, respectively, gives notice to

the contrary to the other at least one hundred eighty (180) days prior to the end of the original term or the current extension. The second term will begin ten (10) years plus one (1) day after the initial effective date. All of the terms and conditions of this Agreement must be in effect during the Term and extension of the Term.

5.2 Hold Over. In any circumstance whereby Company remains in possession or occupancy of the Site after the expiration of this Agreement (as extended, if applicable), such holding over will not be deemed to operate as a renewal or extension of this Agreement. Instead, the hold over may only create a use right from month to month that may be terminated at any time by City upon thirty (30) days' notice to Company or upon sixty (60) days' notice to City. If Company remains in possession of the Site at the termination or expiration of the initial term or any extension thereof without a written agreement with City to do so, such holding over will be construed to be a tenancy at sufferance from month to month at one and one-half (1 1/2) times the amount of the Use Fee (defined in Section 4.3) in effect at the time of the hold over and Company will be subject to the same terms and conditions of this Agreement.

SECTION 6. ACCEPTANCE

6.1 Written Acceptance. Company's execution of this Agreement constitutes its acceptance of the Agreement as granted and its agreement to be bound by and to comply with this Agreement. Company's signature must be acknowledged by Company before a notary public.

6.2 Validity of Agreement. Company must acknowledge, as a condition of acceptance of this Agreement, that Company was represented throughout the negotiations of the Agreement by its own attorneys and had opportunity to consult with its own attorneys about its rights and obligations regarding same. Company has reviewed City's authority to execute and enforce this Agreement, and has reviewed all applicable law, both federal and state, and, after considering same, Company acknowledges and accepts the right and authority of City to execute this Agreement, to issue this Agreement and to enforce the terms herein. Both parties agree it shall not now or at any time hereafter contest or challenge the other party's authority under applicable federal, state, and local law to enter and enforce this Agreement in any city, state, or federal court.

SECTION 7. ENCROACHMENT PERMIT – PIMA PARK SITE

7.1 Site. City has jurisdictional authority over the real property where the Company Facilities and the Use Area are located as depicted in attached Exhibit A.

7.2 Ingress, Egress and Utility Access. Under this Agreement, Company, its employees, agents, subcontractors, lenders, invitees, and guests shall have pedestrian and vehicular access to the Site without notice to City twenty-four (24) hours a day, seven (7) days a week, at no charge. This Agreement grants access to perform work where no excavation is involved and where previously permitted structures and facilities exist. If excavation is required for utilities, plans must be submitted to City Staff for approval which will not be unreasonably withheld. Company must submit engineered plans and drawings through the standard Encroachment Permit application process showing the exact location of Company's activities and the plans for installation to City Staff for approval prior to installation.

7.3 Use of Site. The Site must be used solely for the operation of wireless communication services utilizing radio communication Facilities ("Company Facilities"). Company must not use the Site for any other purpose without the written consent of City. The Site shall be used only for lawful purposes, and only in accordance with all applicable building, fire and zoning codes, and applicable local public park ordinances and regulations.

7.4 City Cooperation. City agrees to cooperate with Company, at Company's expense, in making application for and obtaining all Agreements and all other necessary approvals that may be required for Company's intended use of the Site. However, nothing herein shall be deemed to constitute a contractual obligation of City, as a municipality, to issue a required Agreement where the officer, agent, or employee of City responsible for the issuance of such Agreement deems the issuance of such an Agreement to be inappropriate. This Agreement is not intended to supersede, modify, or waive City Code or Zoning Code requirements applicable to the construction of wireless communication facilities except to the extent they relate to an encroachment permit for the Pima Park Site.

7.5 Tests and Construction. Company may enter the Right-of-Way following the full execution of this Agreement to enter upon the Site for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, and other reasonably necessary tests for construction of Company's Facilities, except as otherwise limited by Section 7.3. Company must indemnify and hold City harmless against liability, loss, cost, damage, or expense that may arise out of any personal injury or property damage resulting from Company's entry upon the Site, except to the extent caused by City's negligence or willful misconduct. Company must coordinate with the Development Services Department to avoid interfering with any City operations while conducting any such tests or construction.

7.6 Company Construction/Improvements.

7.6.1 Company must submit plans and specifications for all the Facilities to be constructed or installed for prior review and approval by the Development Services Department. Such approval is separate from, but may be obtained concurrent with, development approvals (building permits, encroachment permits, special use permits, etc.) required and issued by the Development Services Department. All of Company's construction and installation work must be performed at Company's sole cost and expense and in a good and workmanlike manner.

7.6.2 The construction plans and specifications must include fully dimensioned site plans that are drawn to scale and show, as applicable, antenna, equipment shelter, the proposed changes in the landscape, the proposed type and height of fencing, if any, the proposed type of construction material for all structures, including fencing or screening, and any other details requested by City or required to obtain development approvals.

7.6.3 Company Facilities must remain Company's personal property and not fixtures, and title to the same shall be held by Company. Company shall remove all Company Facilities at its sole expense on or before the expiration or earlier termination of this Agreement and shall repair any damage to the Site caused by such removal and restore the Site to the condition it was in at the time of removal reasonable wear and tear and casualty excepted. If this removal includes the removal of a City owned structure such as a ball field light, a replacement structure approved by the Development Services Department will be constructed.

7.6.4 Any portion of Company's Facilities, or any of Company's personal property, equipment, or improvements on the Site that is not removed on or before ninety (90) days following the termination of this Agreement, may be removed by City and all expenses of such removal and site restoration charged to Company.

7.6.5 Company must make no alterations or additional improvements to or upon the Site without first obtaining written approval of the Development Services Department.

7.7 Utilities. Company must be liable for and must pay throughout the term of this Agreement, all charges for all utility service furnished to the Site for all Company purposes related to the operation and maintenance of Company's Facilities.

7.8 Maintenance and Repair. Company must keep their building, fencing or screen walls, if any, and other Facilities in good repair and in a neat and clean condition and must maintain and preserve any landscaping within and around any fenced area in accordance with City zoning code.

7.9 Hazardous Substances. Company's activities upon or about the Site are subject to the following regarding any hazardous or toxic substances, waste or materials or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., or any other federal, state, county, or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances"):

7.9.1 No Warranties. Company understands the hazards presented to persons, property, and the environment by dealing with Toxic Substances. City makes no warranties as to whether the Site contains actual or presumed asbestos or other Toxic Substances.

7.9.2 **Discovery**. Within twenty-four (24) hours after discovery by Company of any Toxic Substances, Company must report such Toxic Substances to City in writing. Within fourteen (14) days thereafter, Company must provide City with a written report of the nature and extent of such toxic substances found by Company.

7.9.3 **Disturbance of Toxic Substances**. Prior to undertaking any construction or other significant work, Company must cause the Site to be inspected to prevent disturbance of potential asbestos or other Toxic Substances. Prior to any work of any description that bears a material risk of disturbing potential asbestos or other Toxic Substances, Company must cause Company's contractor or other person performing such work to give to City notice by the method described in this Agreement to the effect that the person will inspect for Toxic Substances, will not disturb Toxic Substances, and will indemnify, defend and hold City harmless against any disturbance in Toxic Substances in the course of the Company's or other person's work. Company must cause any on-site or off-site storage, inspection, treatment, transportation, disposal, handling, or other work involving Toxic Substances by Company in connection with the Site to be performed by persons, equipment, Facilities, and other resources who are always properly and lawfully trained, authorized, licensed, permitted, and otherwise qualified to perform such services. Company must promptly deliver to City copies of all reports or other information regarding Toxic Substances.

SECTION 8. LETTER OF CREDIT OR CASH BOND.

8.1 **Amount; Purpose**. Within thirty (30) Days after the Effective Date of this Agreement, Company must deposit with the City one of the following: (i) an irrevocable letter of credit in the amount of $50,000 ("LOC"); or (ii) a cash bond in the amount of $50,000 ("Bond"). The form and substance of the LOC or Bond must comply with the form, terms, and conditions as attached in Exhibit "D". The LOC or Bond will be used to assure: (a) the faithful performance by Company of all provisions of this Agreement; (b) compliance with all orders, permits, and directions of any City department having jurisdiction over Company's acts or defaults under this Agreement; and (c) Company's payment of any penalties, liquidated damages, claims, liens, and taxes due to the City that arise by reason of the construction, operation, or maintenance of the Wireless Facilities, including cost of removal or abandonment of any of Company's property.

8.2 **Drawing on Letter of Credit**. The LOC may be drawn upon by the City by presentation of a draft at sight on the lending institution, accompanied by a written notice as provided in the Annex to Exhibit "D" signed by the Development Services Director certifying that Company has failed to comply with this Agreement and stating the amount drawn. The rights reserved to the City with respect to the letter of credit are in addition to all other rights of the City, whether reserved by this Agreement or authorized by law, and no action proceeding against a letter of credit will affect any other right the City may have.

8.3 **Drawing on Cash Bond**. The Bond may be drawn upon by the City by presentation of written notice as provided in this Agreement in a form similar to the Annex to Exhibit "D" signed by the Development Services Director to Company certifying that Company has failed to comply with this Agreement and stating the amount being drawn. The rights reserved to the City with respect to the Bond are in addition to all other rights of the City, whether reserved by this Agreement or authorized by law, and no action proceeding against the Bond will affect any other right the City may have.

8.4 **Replenishing.** The LOC and Bond must be structured in such a manner so that if the City at any time draws upon the LOC or Bond, upon notice to Company, Company must immediately increase the amount of available credit or Bond amount by an amount necessary to replenish that portion of the available credit or Bond exhausted by the honoring of the City's draft; provided, however the maximum amount available to be drawn on this LOC or Bond for any one event may not exceed $50,000. The intent of this Section is to always make available to the City a LOC or Bond in the amount of $50,000.

SECTION 9. INSTALLATION, CONSTRUCTION & OPERATION OF THE WIRELESS FACILITIES

9.1 **Damage to Public Property**. Whenever the installation, removal, or relocation of any of Company's Wireless Facilities is required under this Agreement, and such installation, removal or relocation cause damage to Public Property, Company, at its sole cost and expense, must promptly repair and return Public Property in which the Wireless Facilities components are located to a safe and satisfactory condition in accordance with applicable laws, reasonably satisfactory to the Development Services Director or designee. If Company does not repair the Site as just described, City will have the option, upon fifteen (15) days prior written notice to Company, to perform or cause to be performed such reasonable and necessary work on behalf of Company and to charge Company for the proposed costs to be incurred or the actual

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costs incurred by City at City's standard rates, plus an administrative fee of fifteen percent (15%). Upon the receipt of a demand for payment by City, Company must, within thirty (30) days, reimburse City for such costs. For any pavement cuts by Company, Company agrees to restore the pavement and to reimburse City for all costs arising from the reduction in the service life of any public road, in accordance with the provisions of Chapter 46 of the City Code and the fees established by City pursuant thereto. Company agrees to pay within thirty (30) days from the date of issuance of an invoice from City. Provided, however, in the event Company failure creates a dangerous condition for which immediate repair or corrective action is necessary for health or safety reasons, no prior notice need be provided to Company, but City may at City's option, immediately repair and restore the site to a safe condition and charge Company as provided above.

9.2 Damage to Facilities of Others. Company must construct, install, locate, and relocate its Wireless Facilities in such a manner that it causes no disruption of other services or damage to the other facilities. If Company damages any City facility, Company must pay to City, the full costs of all repairs incurred by City to repair such damage, together with an administrative fee of fifteen percent (15%). If Company damages any facility owned by an entity other than City, Company must, at the option of the entity whose facility was damaged, either repair and restore such facility to its condition before such damage or reimburse that entity the full cost incurred for repairs and restoration and for other damages as proved by such other entity.

SECTION 10. TERMINATION

10.1 Termination. This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of written notice of default; or (ii) by Company if it does not obtain or maintain any Agreement, permit, or other approval necessary for the construction and operation of the Site; or (iii) by Company if Company determines that the Site is not appropriate for its operations for economic or technological reason, including without limitation, signal interference; or (iv) Company's Insolvency as described in this section.

10.2 Rights at Termination. The following provisions will apply at the expiration of the term of this Agreement:

10.2.1 Surviving Obligations. Expiration or termination of this Agreement does not terminate Company's obligations existing or arising prior to or simultaneous with, or attributable to, the termination or events leading to or occurring before termination.

10.2.2 Delivery of Possession. Company must cease using the Site. Company must without demand, peaceably and quietly quit and deliver up the site to the City thoroughly cleaned, in good repair with the Site maintained and repaired and in as good order and condition, reasonable use and wear excepted, as the Site is now or in such better condition as the Site may hereafter be placed.

10.2.3 Confirmation of Termination. Upon expiration or termination of this Agreement for any reason, Company must provide to City upon demand recordable disclaimers covering the Site executed and acknowledged by Company and by all persons claiming through this Agreement or Company any interest in or right to use the Site.

10.2.4 Removal of Improvements. Company must remove all Facilities and restore the Site to its prior condition, or to a condition matching City's surrounding land and improvements, as directed by City, at Company's expense within 30 days of termination of this Agreement. Without limitation, such work shall include revegetation and appropriate irrigation Wireless Facilities for revegetated areas.

10.2.5 Prior Improvements. This section also applies to any improvements that Company may have made to the Site.

10.3 Company's Insolvency. Company's insolvency will be deemed an event of default. "Insolvency" means: (a) the making by Company of any general assignment or general arrangement for the benefit of creditors; (b) the filing by or against Company of a petition to have Company adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Company, the same is dismissed

within sixty (60) days); or (c) the appointment of a trustee or receiver to take possession of substantially all of Company's assets located at the Site or of Company's interest in this Agreement, where possession is not restored to Company within thirty (30) days.

SECTION 11. INDEMNITY AND INSURANCE

11.1 Insurance Responsibility. During the entire term of this Agreement, Company must insure its property and activities at and about the Site and must provide insurance and indemnification as follows. Company must procure and maintain, and must cause its contractors to procure and maintain substantially the same coverage with substantially the same limits as required of Company, as provided in Section 11.7 below, until all their respective obligations have been discharged, insurance against claims for injury to persons or damage to property which may arise from or in connection with Company's obligations under this Agreement and Company's activities on the Site, including but not limited to the installation, construction, relocation, removal, repair, operation, and maintenance of the Wireless Facilities and Communications Equipment by Company, its agents, representatives, employees, or contractors. The insurance requirements herein in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the limits contained herein are sufficient to protect Company from liabilities that might arise out of this Agreement by Company, its agents, representatives, employees or contractors, and Company is free to purchase such additional insurance as may be determined necessary.

11.2 Minimum Scope and Limits of Insurance. Company must provide coverage with limits of liability not less than stated below.

11.2.1 Commercial General Liability – Occurrence Form. Policy must also include coverage for products completed operations, personal injury, property damage, advertising injury, and claims arising from Company's independent contractors.

Products – Completed Operations Aggregate	$10,000,000
Each Occurrence	$10,000,000

The policy must be endorsed to include the following as additional insured language: "The City of Chandler, its agents, representatives, officers, directors, officials, employees, and volunteers shall be included as an additional insured with respect to liability arising out of the activities performed by the Company." This endorsement may not contain an exclusion or limitation of completed operations coverage as regards the additional insured except with respect to the stated aggregate limits of liability. The policy may not exclude the explosion/collapse/underground ("xcu") hazard. This condition may be satisfied by a blanket additional insured endorsement.

11.2.2 Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of work under this Agreement.

Combined Single Limit (CSL)	$1,000,000

The policy must contain an "MCS-90" or carrier equivalent endorsement providing for clean-up of pollution conditions arising from transported product, if the work performed under the Agreement requires the transportation of any Hazardous Substances by motor vehicle. The policy must be endorsed to include the following as additional insured language: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers shall be included as an additional insured with respect to liability arising out of the activities performed by Company, including automobiles owned, leased, hired, or borrowed by Company ". This condition may be satisfied by a blanket additional insured endorsement.

11.2.3 Worker's Compensation and Employers' Liability.

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000

Disease – Policy Limit	$1,000,000

Policy must contain a waiver of subrogation against the City of Chandler.

11.2.4 Pollution Liability.

Per Occurrence	$10,000,000
Annual Aggregate	$10,000,000

The policy must be endorsed to include the following as additional insured language: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers shall be included as an additional insured with respect to liability arising out of the activities performed by Company." The policy must include coverage for cleanup of sudden or accidental pollution conditions arising from the Wireless Facilities and Communications Equipment, as defined in the Agreement; cleanup of new conditions arising from Company's operations and use of the Site under this Agreement; and third-party claims for on and off-site bodily injury and property damage. Company warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. This condition may be satisfied by a blanket additional insured endorsement.

11.2.5 Telecommunications, Media & Technology Errors & Omissions including Network Security & Privacy Liability Insurance (Cyber).

Per Claim and Aggregate	$10,000,000

The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Agreement. If the professional liability insurance required by this Agreement is written on a claims-made basis, Agreement warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the Effective Date of this Agreement. If such insurance is maintained on an occurrence form basis, Company must maintain such insurance for an additional period of one (1) year following termination or expiration of this Agreement. If such insurance is maintained on a claims-made basis, Company must maintain such insurance for an additional period of three (3) years following termination or expiration of this Agreement. If Company contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), Company must provide proof of same. The insurance must provide coverage for the following risks: (i) Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form; (ii) Network security liability arising from the unauthorized access to, use of or tampering with the System including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure; (iii) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, the System, network or similar computer related property and the data, software, and programs thereon.

11.3 Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions: Company's insurance coverage must be primary insurance and non-contributory with respect to the obligations that Company has undertaken under this Agreement. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, volunteers, and employees, for losses arising from work performed by the Company under this Agreement.

11.4 Notice of Cancellation. Upon receipt of notice from its insurer(s), Company must provide thirty (30) days prior written notice of cancellation to the City. Such notice must be sent directly to the addresses listed below and must be sent by first class mail.

City of Chandler
Attention: Development Services Department
P.O. Box 4008, Mail Stop 405
Chandler, Arizona 85244-4008
Phone: (480) 782-3000
Email: tuf@chandleraz.gov

With a copy to: Office of the City Attorney
Attention: Risk Management
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

11.5 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A-VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Company from potential insurer insolvency.

11.6 Verification of Coverage. Company must furnish City with certificates of insurance (ACORD form or equivalent approved by City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement. All certificates required by this Agreement must be sent directly to the City of Chandler Development Services Department with a copy to Risk Management as the addresses listed in Section 11.4. The Agreement number and description are to be noted on the certificate of insurance. At City's request, Company shall provide copies of applicable policies for claims giving rise to a coverage dispute out of services provided by Company under this Agreement.

11.7 Contractors. Company must require all contractors and subcontractors to obtain and maintain substantially the same coverage with substantially the same limits as required of Company and must include the City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers as an additional insured. Notwithstanding the above, contractor's limits of liability must not be less than $1,000,000 per occurrence, $2,000,000 aggregate.

11.8 Approval. Any modification to the insurance required herein must be mutually agreed upon by the parties by amendment to this agreement and be appropriately adjusted upon the agreed terms.

11.9 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Agreement or any and all Permits and until all obligations and performances under or related to this Agreement are satisfied and all matters described in this paragraph are completely resolved, Company and all other persons acting, working or claiming through or for Company (if they or their subcontractor, employee or other person or entity hired or directed by them participated in any way in causing the claim in question) shall jointly and severally indemnify, defend and hold harmless City and all other parties required to be included as additional insureds under this Section 11 ("Additional Insureds") for, from and against any and all claims or harm related to Company's use of the Site or the rights granted to Company with respect to the Site or Company's exercise of its rights under this Agreement (the "Indemnity"). Without limitation, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all reasonable attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of Company's use of the Site or other property pursuant to this Agreement or any and all Permits, or any actions, acts, errors, mistakes or omissions

relating to work or services in the performance of or related to this Agreement by Company, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the Site or surrounding areas related to Company's exercise of its rights under this Agreement, except to the extent caused by City or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence City may be liable. Notwithstanding the foregoing, the Indemnity does not apply to: (i) Claims arising from the sole negligence or intentionally wrongful acts of City; or (ii) Claims that the law prohibits from being imposed upon the indemnitor.

11.10 Risk of Loss. Company assumes the risk of all loss, damage or claims related to Company's use of the Site or other property of City, Company or third parties throughout the term of this Agreement and the term(s) of all Permits. Company must be responsible for all damage to its property and equipment related to this Agreement unless caused by the negligence of the City or its agents or contractors.

11.11 Insurance to be Provided by Others. Company must cause its contractors or other persons occupying, working on or about, or using the Site pursuant to this Agreement to be covered by their own or Company's insurance as required by this Agreement. The required policy limits for commercial general liability insurance provided by such persons must be $1,000,000 for each occurrence, $1,000,000 for products and completed operations annual aggregate, and $2,000,000 general aggregate limit per policy year. This paragraph does not apply to persons who do not actually perform physical labor at the Site (such as Company's consulting design engineers).

SECTION 12. ASSIGNABILITY AND TRANSFERABILITY

12.1 Assignability. This Agreements and all permits are not assignable by Company (and any assignment shall be void and vest no rights in the purported assignee) unless the assignment is made in strict compliance with the following.

12.2 Assignments Affected. Every assignment of any of Company's interest in the Site, any Agreement, any Permit, or any of Company's rights or interests hereunder is prohibited unless Company first receives from City notice of City's consent to the assignment, City's consent to such assignment not to be unreasonably withheld, conditioned, or delayed. All references in this Agreement to assignments by Company or to assignees shall be deemed also to apply to all of the following transactions, circumstances and conditions and to all persons claiming pursuant to such transactions, circumstances and conditions: (i) Any voluntary or involuntary assignment, conveyance or transfer of Company's right to use the Right-of-way under this Agreement or any interest or rights of City under this Agreement, in whole or in part; (ii) Any voluntary or involuntary pledge, lien, mortgage, security interest, judgment, claim or demand, whether arising from any contract, any agreement, any work of construction, repair, restoration, maintenance or removal, or otherwise affecting Company's rights to use the Right-of-way (collectively "Liens"); (iii) Any assignment by Company of any interest in any Agreement or Permit for the benefit of creditors, voluntary or involuntary; (iv) A Company Insolvency; (v) The occurrence of any of the foregoing by operation of law or otherwise; (vi) The occurrence of any of the foregoing with respect to any assignee or other successor to Company.

12.3 Pre-approved Assignments. Subject to certain conditions hereafter stated, City hereby consents to certain assignments (the "Pre-approved Assignments"). Only the following assignments are Pre-approved Assignments:

12.3.1 Complete Assignment of Agreement and Permits. Company's complete assignment of all of Company's rights and Interests in the Right-of-way and approved Agreements, and issued Permits to a single assignee who meets all of the following requirements, as determined by City in City's reasonable discretion (a "Qualified Operator"): (i) The assignee has experience, management, credit standing and financial capacity and other resources equal to or greater than Company's and adequate to successfully perform the obligations set forth herein; (ii) The assignee is experienced in the management and operation of similar projects; (iii) The assignee assumes all of Company's obligations herein; (iv) The assignee has a net worth of not less than Fifty Million and No/100 Dollars ($50,000,000.00).

12.3.2 Stock Transfers. The transfer of publicly traded stock, regardless of quantity.

12.3.3 Merger. The merger or consolidation of Company with another entity that is a Qualified Operator.

12.3.4 Common Ownership Transfer. Company's complete assignment of all of Company's rights and interests in the Right-of-way and approved Agreements to a single assignee who is and remains a majority owned

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subsidiary of Company's owner as of the date of the Agreement (or a majority owned subsidiary of a majority owned subsidiary of Company's owner as of the date of the Agreement), or a majority owned subsidiary of Company.

12.4 Limitations on Assignments. City's consent to any assignment, including without limitation, Pre-approved Assignments, is not effective until the following conditions are satisfied: (i) Except for the sale of stock, Company must provide to City a summary of the transaction assigning its interests; and (ii) Each assignee must execute an assumption of any and all Agreements and Permits to be assigned in the form attached as Exhibit E; and (iii) Each Pre-approved Assignment must satisfy all other requirements of this Agreement pertaining to assignments.

12.5 Assignment Remedies. Any assignment without City's consent shall be void and shall not result in the assignee obtaining any rights or interests. City may, in its sole discretion and in addition to all other remedies available to City under this Agreement or otherwise, and in any combination, terminate all Agreements and Permits; collect Base Fee from the assignee and/or declare the assignment to be void, all without prejudicing any other right or remedy of City this Agreement. No cure or grace periods may apply to assignments prohibited under this Agreement or to enforcement of any provision under this Agreement against an assignee who did not receive City's consent.

12.6 Effect of Assignment. Prior to any assignment, each assignee must execute an assumption of each Agreement and Permit in the form attached hereto as Exhibit E. No action or inaction by City shall be deemed a waiver of the prohibition on assignments or any other provision herein, or the acceptance of the assignee, Company or occupant as Company, or a release of Company from the further performance by Company of the provisions of this Agreement, any agreement, or any permit. Consent by City to an assignment shall not relieve Company from obtaining City's consent to any further assignment. No assignment may release Company from any liability hereunder.

12.7 Enforceability after Assignment. No consent by City may be deemed to be a novation. City's consent to any assignment does not in any way expand or modify the terms set forth this Agreement or waive, diminish, or modify any of City's rights or remedies under any agreement or any permit. The terms set forth in this Agreement will be enforceable against Company and each successor, partial or total, and regardless of the method of succession, to Company's interest hereunder. Each successor having actual or constructive notice of this Agreement, any agreement or permit will be deemed to have agreed to the preceding sentence.

12.8 Grounds for Refusal. Except for the Preapproved Assignments, no assignment of any agreement or permit by Company is contemplated or bargained for. Without limitation, City has the right to impose upon any consent to assignment such conditions and requirements as City may deem appropriate.

12.9 Consent to Assignments Company must attach to each Pre-approved Assignment a copy of Company's notice to City of the Pre-approved Assignment and other required documents, Company must attach to each other assignment, a copy of City's notice to Company of City's consent to the assignment. This Agreement will continue to be enforceable according to its terms despite any provisions of any documents relating to an assignment.

12.10 Assignment Fee. Company must pay to City in advance the sum of Five Hundred Dollars ($500) as a nonrefundable fee for legal, administrative, and other expenses related to every Pre-approved Assignment of an Agreement (including any related Site Permits (other than the sale of publicly traded stock) or to any request for a consent to assignment, whether City grants such request**.**

SECTION 13. USE AREA

13.1 Authority to Use Public Property. Upon approval of this Agreement, City grants to Company permission to install Wireless Facilities in the Public Property upon issuance of all required Permits as set forth below.

13.2 Limitations. Notwithstanding anything herein to the contrary, the Use Area includes and is limited to only certain area that Company is permitted to use and occupy as depicted in Exhibit B. The Use Area will be clearly defined by the Boundary Plan in the Preliminary Drawings or Construction Drawings.

13.3 Use Area Boundary. The Use Area excludes other parts of the Public Property and all other land. Company must not occupy or use any other portion of the Public Property or adjoining lands. An approved Agreement or an issued Permit does not allow any use of land outside the Use Area. If any portion of Company's

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work, improvement, or equipment is to be located on other land, such work, improvements, and equipment are prohibited unless Company first obtains from the owner of said land (including City, if applicable) an agreement allowing such work, improvements, or equipment (a "Supplemental Parcel Agreement").

13.4 Power and Telephone Service. Nothing herein grants permission for any portion of the power, telephone, or other service routes, if any. Use of the Public Property or utility easements for these purposes, if any, is governed by other City laws, rules, and policies, and by the Agreement or franchise between City and electrical, telephone, and other service Companies. Any proposed service entrance section, electrical meter pedestal, vault or other equipment and any associated conduits required by power, telephone, or other service Companies to be constructed by the Company to provide such services to the Site must be clearly indicated on the Site Construction Drawings to coordinate with and avoid conflicts with other users.

13.5 Rights in Adjacent Land. Company's interests granted by this Agreement are expressly limited to the real property defined as the "Use Area" in an issued Permit. Without limitation, in the event any public right-of-way or other public or private property at or adjacent to the Use Area is owned, dedicated, abandoned, or otherwise acquired, used, improved, or disposed of by City, such property will not accrue to Company but will be City's only.

13.6 Variation in Area. In the event the Use Area consists of more or less than any stated area, Company's obligations hereunder will not be increased or decreased.

13.7 Condition of Title. Company must not amend, modify, terminate, or otherwise change the Site Documents or create new Site Documents without the City's written approval.

13.7.1 Title. City does not warrant title or rights to use the Use Area or any other property.

13.7.2 Indemnity. Company must pay, indemnify, defend, and hold harmless the City and its agents and representatives of, from and against all claims, demands, damages, expenses, interest or penalties of any kind or nature whatsoever, including reasonable attorneys', arbitrators' and experts' fees and court costs that arise from or relate to Company's failure to comply with the Site Documents except to the extent caused by City's negligence or willful misconduct.

13.8 Condition of Use Area. The Use Area is made available in an "as is" condition without any express or implied warranties of any kind, including without limitation any warranties or representations as to their condition or fitness for any use or particular purpose.

13.9 No Real Property Interest. Notwithstanding any provision hereof to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Company's rights herein are limited to use and occupation of the Use Area for the Permitted Uses. Company's rights in the Use Area are limited to the specific rights created herein as an approved Agreement.

13.10 Reserved Right and Competing Users and Activities. Notwithstanding anything herein to the contrary, City specifically reserves to itself and excludes from any issued Permit a non-exclusive delegable right (the "Reserved Right") over the entire Use Area for all manner of real and personal improvements and for streets, sidewalks, trails, landscaping, utilities, and every other land use of every description, provided the foregoing does not unreasonably interfere with Company's use of the Use Area. Without limitation:

13.10.1 Competing Users. Company accepts the risk that City and others (the "Competing Users") may now or in the future install their facilities in the Use Area in locations that make unoccupied parts of the Public Property unavailable for Company's use.

13.10.2 Competing Activities. Company accepts the risk that there may now or in the future exist upon the Use Area all manner of work and improvements upon the Use Area (the "Competing Activities"). The Competing Activities include without limitation any and all laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning or other dealing with any or all of the following, whether above, upon or below the surface of the Use Area and whether occasioned by existing or proposed uses of the Public Property or existing or proposed uses of adjoining or nearby land: (i) All manner of

streets, alleys, sidewalks, trails, ways, traffic control devices, subways, tunnels, trains and gates of every description, and all manner of other transportation facilities and their appurtenances; (ii) All manner of pipes, wires, cables, conduits, sewers, pumps, valves, switches, conductors, connectors, poles, supports, access points and guy wires of every description, and all manner of other utility facilities and their appurtenances; (iii) All manner of canals, drains, bridges, viaducts, overpasses, underpasses, culverts, markings, balconies, porches, overhangs and other encroachments of every description and all manner of other facilities and their appurtenances: (iv) All other uses of the Public Property that City may permit from time to time.

13.11 City's Rights Cumulative. All of City's Reserved Rights under various provisions of this Agreement and all issued Permits will be cumulative to each other.

13.12 Use Priorities. This Agreement does not grant to Company or establish for Company any exclusive rights or priority in favor of Company to use the Use Area. Company must not obstruct or interfere with or prevent any Competing User from using the Use Area. City agrees that Competing Users may not obstruct or interfere with or prevent Company from using the Use Area.

13.13 Regulation. City reserves the full authority to regulate use of the Use Area and to resolve competing demands and preferences regarding use of the Use Area and to require Company to cooperate and participate in implementing such resolutions. Without limitation, City may take any or all of the following into account in regulating use of the Use Area: (i) all timing, public, operational, financial and other factors affecting existing and future proposals, needs and plans for Competing Activities; and (ii) all other factors City may consider relevant, whether or not mentioned in this Agreement and any and all issued Permits; (iii) differing regulatory regimes or laws applicable to claimed rights, public benefits, community needs and all other factors relating to Competing Users and Competing Activities.

13.14 Communications Equipment Relocation. Upon ninety (90) days' notice from City and in connection with the relocation of the associated SRP transmission pole, Company may temporarily or permanently relocate or otherwise modify the Communications Equipment (the "Relocation Work") as follows: (i) Company must perform the Relocation Work at its own expense when required by the City Manager; and (ii) The Relocation Work includes all work determined by City to be necessary to accommodate Competing Activities, including without limitation temporarily or permanently removing, protecting, supporting, disconnecting, or relocating any portion of the Communications Equipment; and (iii) City may perform any part of the Relocation Work that has not been performed within the allotted time. Company must reimburse City for its actual costs in performing any Relocation Work. City has no obligation to move Company's, City's or others' facilities, but may assist Company to find a new location and to expedite the approval process; and (iv) City reserves the right to use any of Company's Facilities that are abandoned in place or that are not relocated on City's request; and (v) all Relocation Work is subject to and must comply with this Agreement; and (vi) if City and Company cannot mutually agree on an alternate location, this Agreement will terminate as set forth in section 15.1; and (vii) Communication Equipment relocated to an acceptable location must be reflected by an amendment to this Agreement and subject to City Council approval.

13.15 Interference/Disruption by Competing Users. Neither City, nor any agent, contractor, or employee of City will be liable to Company, its customers nor third parties for any service disruption or for any harm caused them or the Communications Equipment due to Competing Users or Competing Activities.

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13.16 Emergency Disruption by City. City may remove, alter, tear out, relocate, or damage portions of the Communications Equipment in the case of fire, disaster, or other emergencies as the City Manager deems such action to be reasonably necessary under the circumstances. City will make reasonable efforts to contact the Company's Network Operations Center at (877) 611-5868. In such event, neither City, nor any agent, contractor or employee of City may be liable to Company or its customers or third parties for any harm so caused to them or the Communications Equipment. When practical, City may consult with Company in advance to assess the necessity of such actions and to minimize damage or disruption of operation of the Communications Equipment to the extent reasonably practical under the circumstances. City will inform Company after such action is taken. The terms and condition for Relocation Work apply for Company's repair for the emergency disruption of Company's Wireless Facilities.

13.17 Public Safety. If the Communications Equipment or any other Company equipment, improvements, or activities present any immediate hazard or impediment to the public, to City, to City's equipment or facilities, to other improvements or activities within or outside of the Site, or to City's ability to safely and conveniently operate the Public Property or perform City's utility, public safety, or other public health, safety, and welfare functions, Company must immediately remedy the hazard, comply with City requests to secure the Public Property, and otherwise cooperate with City at no expense to City to remove any such hazard or impediment. Company's work crews must report to the Site within four (4) hours of any request by City under this section. The City may impose violation use fees and civil sanctions as provided in C.C.C. chapter 46 for Company's failure to comply with this section, this Agreement, or City Code.

13.18 Third Party Permission. Company's Wireless Facilities must not be located on Third Party Areas without the third party's written permission. This Agreement may be suspended for Company's failure to obtain the third party's written permission to use Third Party Areas.

SECTION 14. PROPRIETARY INFORMATION

14.1 Notice to Company. If City receives a request to disclose information identified by Company as Proprietary Information, City will notify Company of such request as provided in section 19.15 to permit Company at Company's cost a reasonable opportunity to prevent the disclosure of the requested information. If the City does not receive a court order to prevent disclosure within five business days from the date of the notice, the City will disclose the requested information.

14.2 Public Records Law. Notwithstanding any provision in this Agreement, Company acknowledges and understands that City is a political subdivision of the State of Arizona and is subject to the disclosure requirements of Arizona's Public Records Laws (A.R.S. § 39-121 et. seq.).

SECTION 15. ABANDONMENT

15.1 Abandonment; Removal of Facilities. In the event that the use of a substantial part of any of the Wireless Facilities is discontinued for any reason for a continuous period of two (2) years for reasons other than Force Majeure, or in the event such Wireless Facilities or property has been installed in any Public Property or Right of Way without complying with the requirements of this Agreement, or this Agreement has terminated or been revoked, Company must promptly, upon being given 60 days' notice from the City, begin removal of such Wireless Facilities and related appurtenances from the Public Property and Right of Way other than such underground facilities which the City may permit to be abandoned in place. In the event of such removal, Company must promptly restore the Public Property or Right of Way or other area from which such property has been removed to a condition satisfactory to the City subject to the City's customary practice to review upon request of Company. As a minimum, Company must restore the Public Property or Right of Way to a condition as existed prior to the removal of the structure or property.

15.2 Permanent Abandonment. The Wireless Facilities and any other property of Company remaining on the Public Property or Right of Way without the consent of the City 180 days after the revocation of this Agreement will be at the option of the City considered permanently abandoned. Any Company property permitted to be abandoned in place will be abandoned consistent with C.C.C. §§ 46-2.9, 46-8.12(K), the Utility Permit Manual, Transportation and Development Policy TDP-275, and any other applicable law.

SECTION 16. AGREEMENT REVOCATION

16.1 Revocation for Nonuse. Not later than 24 months after the date that the City issues a wireless agreement under C.C.C. chapter 46, or an amended video service agreement under C.C.C. chapter 46, Company must offer and provide wireless services unless the Company cannot meet the requirement for reasons beyond the Company's control as provided in Section 19.22. If Company fails to comply with this section, the City may revoke this Agreement.

16.2 Revocation for Cause. In addition to C.C.C. chapter 46 and subject to Section 16.4 below, this Agreement may, after public hearing and notice and an opportunity to cure pursuant to Section 16.3 below, be revoked, altered,

or suspended by the City as it deems necessary on any of the following grounds: (i) failure to file and maintain any faithful letters of credit, insurance coverage or pay Agreement fees as required under this Agreement; (ii) failure to comply with applicable law regarding the operation of the Wireless Facilities, this Agreement, or the appropriate regulatory authority; (iii) violation of material terms of this Agreement; (iv) fraud by Company, in its conduct or relations under the Agreement; (v) willful or grossly negligent repeated violations of this Agreement; (vi) failure to comply with any federal, state, local or administrative order, law, permit regulation or consent decree as such may apply to Company's activities, as contemplated in this Agreement; and (vii) permanent or temporary suspension for a period greater than 180 calendar days by the United States or the State of Arizona for any authorizations for Company to own, operate, maintain, or construct a Wireless Facilities.

16.3 Cure Period. If any of the foregoing events occur, Company will be given a period of 60 days after receipt of a written notice of default from the City to cure the default before the hearing described in Section 16.4. The provisions of Section 16.4 apply: (i) if Company fails to cure the event of default within the 60-day period; or (ii) when an event of a default cannot be cured within the 60-day period and Company fails to begin and diligently pursue the cure.

16.4 City Determination; Public Hearing. If Company fails to remedy its default as provided for in Section 16.2, City will notify Company of that determination and will state the major causes and reasons supporting the determination. Company will be granted ten days to respond to the determination. The City will consider the response of Company, if any, and may then terminate, postpone for a period, or proceed with the revocation, alteration, or suspension process. If the City proceeds with the revocation, alteration, or suspension process, or reactivates a postponed proceeding, a written statement of revocation, alteration, or suspension will be served upon Company stating the principal reasons for such action and a copy of the statement must be sent by certified U.S. mail, return receipt requested, to Company as provided in Section 19.15. The City Council may take final action on the revocation, alteration, or suspension of this Agreement after the public hearing.

16.5 Removal of Facilities. Upon revocation of this Agreement, the City may declare a forfeiture, whereupon all rights and privileges of Company under this Agreement will immediately be divested without a further act upon the part of Company, and Company must remove its structures or property from the Public Property and restore the Public Property to the condition as existed prior to the removal of the structure or property. Upon Company's failure to do so within six months of revocation, the City may perform the work and collect the City's cost from Company. At the City's option, Company may abandon structures or property in place as provided in this Agreement. At a minimum, the Public Property must be restored to a condition as existed before the removal of the structures or property.

SECTION 17. RADIO FREQUENCY REQUIREMENTS; CITY EMPLOYEE SAFETY

17.1 RF Compliance Requirements. Company must document, report, and confirm its compliance with FCC Radio Frequency Exposure Guidelines (FCC OET Bulletin 65) and all other applicable radio frequency emissions laws and regulations in effect from time to time (collectively, the "FCC Rules"). Company must cause its senior internal engineer responsible for compliance with the FCC Rules to deliver to City a written letter (the "RF Letter"), as follows: (i) The RF Letter must attest that Company's operation of the Communications Equipment follows the FCC Rules. A statement from Company declaring exemption from reporting to FCC is not acceptable to comply with the requirements of this paragraph; and (ii) Company must maintain records of radio frequency measurements and Communications Equipment performance in accordance with the FCC Rules; and (iii) Company must show its compliance with the FCC Rules.

17.2 Prior Notice for Work Near Wireless Facilities. Prior to performing any work on the Site, the City's employee will contact the Network Operations Center (the NOC") whose information must be located on the ground level Communications Equipment or on the pole. The City's employee will identify himself or herself as an employee of City and will request deactivate the RF signals at the Site for a specified period. Upon completion of the work, the City's employee will contact the NOC to inform Company that the Site may activate the RF signals.

17.3 Kill Switch. Company must provide access to a "kill switch" for the Wireless Facilities and Communication Equipment located at the Site for use by the City's employees, agents, or representatives.

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SECTION 18. VIOLATION USE FEES AND PUBLIC SAFETY VIOLATIONS.

18.1 Violation Use Fee. Company agrees to pay Violation Use Fees as provided in C.C.C. chapter 46 when Company breaches the terms of this Agreement and fails to cure the breach after the applicable notice and cure period. The City may elect to draw upon the letter of credit required in Section 8 to collect the Violation Use Fees. For continuing violations within a 24-hour period, each calendar day is considered a separate period for purposes of recovery of Violation Use Fees. Company's payment of Violation Use Fees does not excuse Company's breach of this Agreement or limit the City's legal or equitable remedies.

18.2 Enforcement of Violation Use Fees. The City Manager may issue a warning for Company's first violation under this section. The City Manager will issue notice to the Company as listed in Section 19.15. If City determines that Company is liable for Violation Use Fee, the City assesses the Violation Use Fee by setting forth the nature of the violation and the amount of the assessment. Within ten days of the notice of violation date, Company may appeal the violation as provided in C.C.C. chapter 46 or must pay the Violation Use Fee.

18.3 Public Safety Violations; Civil Sanctions. In addition to imposing a Violation Use Fee, as provided in C.C.C. chapter 46 the City Manager may issue notices of violation of this Agreement and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the public right-of-way. The City Manager may issue a warning for Company's first violation under this section. The City Manager will issue notice to the Company as listed in Section 19.15, and Company's violation may result in a civil sanction as provided in C.C.C. chapter 46. For continuing violations within a 24-hour period, each calendar day is considered a separate period for civil sanctions.

18.4 Civil Action for Violations. These remedies are cumulative, and the City may proceed under one or more remedies. Any party who causes, permits, facilitates, or aids or abets any violation of any provision of this section or who fails to perform any act or duty required by this section is subject to a civil sanction as provided in C.C.C. chapter 46.

SECTION 19. GENERAL CONDITIONS.

19.1 Agreement Administrator and Enforcement. In all matters of Agreement administration, the City Manager has authority to determine Company's compliance with the terms and provisions of the Agreement, and in the event of non-compliance, to exercise any or all the remedies provided in this Agreement and to the full extent provided by law.

19.2 Right of Inspection of Construction. The City may inspect all construction or installation work performed subject to the provisions of this Agreement and to make such tests as it deems necessary to ensure compliance with the terms of this Agreement and other pertinent provisions of law.

19.3 Right of Intervention. The City may intervene in any suit or proceeding related to or arising out of this Agreement to which Company is party, and Company may not oppose such intervention by the City.

19.4 Reserved.

19.5 Reserved.

19.6 Compliance With Laws. Company must comply with all federal, state, and City ordinances, resolutions, rules, and regulations related to the rights and duties granted Company under this Agreement.

19.7 No Recourse. Company has no recourse whatsoever against the City's officials, boards, commissions, agents, or employees personally for any loss, costs, expense, or damage arising out of any provision, requirement, enforcement, or defect in this Agreement.

19.8 Non-Enforcement by the City. Company will not be relieved of its obligation to comply with any of the provisions of this Agreement by reason of the City's failure to insist upon or to seek compliance with any term and condition.

19.9 Agreement Documents. Company must submit to the City the letter of credit and insurance certificates as required by the Agreement within 30 days of the Effective Date. The Agreement granted is not legally operative until all of Company's requirements in this Section are completed. In the event Company does not timely satisfy these, this Agreement will be deemed null and void unless Company's time period to comply is extended by the Council.

19.10 Survival of Warranties. Company's representations and warranties made as part of the grant of this Agreement, or any permit issued under this Agreement survive termination or revocation of this Agreement.

19.11 Right of Cancellation. Company acknowledges that this Agreement is subject to cancellation by the City under A.R.S. § 38-511.

19.12 Covenant Against Contingent Fees. Company warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in this Agreement. For breach or violation of this warranty, the City has the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

19.13 Independent Contractor. Any provision in this Agreement that may appear to give the City the right to direct Company or Company the right to direct the City as to the details of accomplishing the work or to exercise a measure of control over the work means that the party will follow the wishes of the other party as to the results of the work only.

19.14 Governing Law; Jurisdiction. Arizona law governs this Agreement, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding to enforce this Agreement must be instituted in Maricopa County, Arizona courts.

19.15 Delivery, Procedure of Notices and Communications. All notices, consent, or other communication under this Agreement must be in writing and: (i) delivered in person; or (ii) deposited in the United States mail, postage prepaid, registered, or certified mail, return receipt requested; or (iii) deposited with any commercial air courier or express service and addressed as follows:

To City:

City of Chandler
P.O. Box 4008, Mail Stop 405
Chandler, Arizona 85244-4008
Attention: Development Services
Phone: (480) 782-3000
e-mail: tuf@chandleraz.gov

To Company:

T-Mobile West, LLC,
12920 SE 38th St
Bellevue, WA 98006
Attn: Lease Compliance Site PH60501A
Site: Pima Park
Phone: (877) 373-0093
Email: propertymanagment@t-mobile.com

With a copy to:

City of Chandler
Office of the City Attorney
P.O. Box 4008, Mail Stop 602
Chandler, Arizona 85224-4008

Notice will be deemed received at the time it is personally served on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) calendar days after the notice is deposited in the United States mail as above provided. Any period stated in a notice will be computed from the time the notice is deemed received unless noted otherwise. Any party may change its mailing address, phone number, email address or the person to receive notice by notifying the other party as provided in this Section. Notices sent by electronic mail must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice

is not intended to change the effective date of the notice sent by electronic mail.

19.16 Organization/Employment Disclaimer. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, agreement, or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the Parties will be only those expressly set forth in this Agreement.

19.17 Entire Agreement; Amendment; Waivers. This Agreement, and the below listed exhibits which are incorporated herein by this reference and are attached and/or on file at the City and available for inspection, constitute the entire agreement between the City and Company with respect to the transactions contemplated therein and supersede all prior negotiations, communications, discussions, and correspondence, whether written or oral, concerning the subject matter hereof. No supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless executed in writing by the Parties. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provisions, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver is binding unless expressly executed in writing by the Party making the waiver.

Exhibit “A” – Site Drawings
Exhibit “B” – Use Area or Legal Description
Exhibit “C” – Chandler Department Approval Form
Exhibit “D” – Form Letter of Credit
Exhibit “E” – Assumption Wireless Use Agreement
Exhibit “F” – Extension of Wireless Use Agreement

19.18 Right of Parties. Nothing in this Agreement, whether express or implied, is intended to confer any right or remedies under or by reason of this Agreement on any persons other than the Parties to this Agreement and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any person who is not a party to this Agreement, nor will any provisions in this Agreement give any persons not a party to this Agreement any right of subrogation or action over or against any Party to this Agreement.

19.19 Construction. This Agreement is the result of negotiations between the Parties, none of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions of this Agreement will be construed in accordance with their usual and customary meanings. The Parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular and the singular the plural. The words "hereof,” "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. All references to "Sections" herein refer to the sections and paragraphs of this Agreement unless specifically stated otherwise. The section and other headings contained in this Agreement are inserted for convenience of reference only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation of this Agreement.

19.20 Severability. If any covenant, condition, term, or provision of this Agreement is held to be illegal, or if the application of this Agreement to any person or in any circumstances to any extent be judicially determined to be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, condition, term, or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, must not be affected, and each covenant, term, and condition of this Agreement is valid and enforceable to the fullest extent permitted by law.

19.21 Cooperation and Further Documentation. Each of the Parties agree to provide the other with such additional and other duly executed documents as are reasonably requested to fulfill the intent of this Agreement.

19.22 Force Majeure. For the purpose of any of the provisions of this Agreement, neither Company nor the City, as the case may be, will be considered in breach of or in default of their obligations under this Agreement as a result of the enforced delay in performance of such obligations due to unforeseeable causes beyond its control and without

its fault or negligence, including, but not limited to: acts of God, acts of the public enemy, acts of the Federal Government, acts of the Salt River Project, acts of Maricopa County, acts of the State of Arizona or any of its departments, acts of any railroad, fire, floods, epidemics, strikes, lock outs, freight embargoes, and unusually severe weather; it being the purpose and intent of this provision that in the occurrence of any such enforced delay, the time for performance of Company's and the City's obligations, as the case may be, will be extended for the period of the enforced delay, provided that the party seeking the benefit of this provision will have notified the other party in writing of the cause or causes, and requested an extension for the period of the enforced delay. If notice by the party claiming such extension is sent to the other party more than 30 days after commencement of the cause, the period of delay will be deemed to commence 30 days prior to the giving of such notice.

19.23 On-Call Assistance. Company must be available to staff employees of any City department having jurisdiction over Company's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of its Wireless Facilities. City may contact by telephone the control center operator at telephone number (877) 611-5868 regarding such problems or complaints. In the event of a public emergency, pursuant to Sections 13.16 and 13.17, the emergency contact can be reached at (800) 621-2622.

19.24 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any party who fails, or whose contractors fail, to comply with A.R.S. § 23-214(A) in connection with this Agreement. Therefore, Company and each contractor it uses warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A in connection with this Agreement. A breach of this warranty will be deemed a material breach of this Agreement and may be subject to penalties up to and including revocation of the Agreement. City retains the legal right to inspect the papers of Company's or contractor's employees who provide services under this Agreement to ensure that Company and its contractors comply with this warranty.

19.25 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

19.26 Written Acceptance. Company's execution of this Agreement constitutes Company's acceptance of this Agreement as granted and its agreement to be bound by and to comply with the terms and conditions of this Agreement. Company's signature must be acknowledged by Company before a notary public.

19.27 Data Confidentiality and Data Security. As used in this Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Company as part of the terms and conditions of this Agreement. Except as specifically provided in this Agreement, Company must not divulge confidential data provided by City to Company and clearly marked confidential to any third party without the City's prior written consent. These prohibitions do not apply to the following data: (i) data which was known to the Company prior to the Effective Date or is publicly available; or (ii) data which was acquired by the Company in its performance under this Agreement and which was disclosed to the Company by a third party, who to the best of the Company's knowledge and belief, had the legal right to make such disclosure and the Company is not otherwise required to hold such data in confidence; or (iii) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Company is subject. Company assumes all liability to maintain the confidentiality of City's confidential data in Company's possession. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court.

19.28 Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into, and bind such party to the commitments and obligations set forth herein.

IN WITNESS WHEREOF, the Parties duly execute and agree to be bound by this Agreement as of the Effective Date.

City of Chandler, an Arizona municipal corporation

By: _____
MAYOR/AUTHORIZED STAFF

APPROVE AS TO FORM:

_____
City Attorney by:

ATTEST:

_____
City Clerk

T-Mobile West LLC, a Delaware limited liability company

By: DocuSigned by: Brandon Braunlich 9949506700BC4B7...
Signature

Print Name: Brandon Braunlich

Title: Sr. Director, Engineering/Operations

2/7/2025

DS MS DS MS

_____
Name and Title

EXHIBIT “A”
SITE DRAWINGS

Docusign Envelope ID: 6BA6C242-65FF-4863-A658-476EFB681A2A

T-Mobile

SITE #:	PH60515A
SITE NAME:	CITY OF CHANDLER-PIMA PARK
STATE:	ARIZONA
COUNTY:	MARICOPA
DESIGN TYPE:	NEW SITE BUILD

CODE COMPLIANCE:

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE CODES ADOTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

2021 INTERNATIONAL BUILDING CODE
2021 INTERNATIONAL MECHANICAL CODE
2020 NATIONAL ELECTRICAL CODE/NFPA-70

ACCESSIBILITY REQUIREMENTS:

THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH THE CURRENT INTERNATIONAL BUILDING CODE.

ENGINEERS NOTES:

1. IF A DISCREPANCY ARISES BETWEEN THE DRAWINGS AND FIELD CONDITIONS, OR WHERE A DETAIL IS DOUBTFUL OF INTERPRETATION, OR AN UNANTICIPATED FIELD CONDITION IS ENCOUNTERED, THE ENGINEER SHALL BE CALLED IMMEDIATELY FOR PROCEDURE TO BE FOLLOWED. SUCH INSTRUCTIONS SHALL BE CONFIRMED IN WRITING AND DISTRIBUTED TO ALL AFFECTED PARTIES.

2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES, SAFETY PRECAUTIONS, OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONSTRUCTION DRAWING AND/OR DOCUMENTS.

3. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER LAYOUT OF IMPROVEMENTS BASED UPON SETBACKS/ PROPERTY LINE LOCATION. DIMENSIONAL RELATIONSHIPS TO EQUIPMENT ARE APPROXIMATE AND ARE FOR ILLUSTRATIVE PURPOSES ONLY.

4. CONTRACTOR TO MAINTAIN ALL DRAINAGE PATHS FREE FROM ANY OBSTRUCTIONS (I.E. DEBRIS AND SILT).

5. CONTRACTOR TO PROVIDE POSITIVE DRAINAGE AWAY FROM EQUIPMENT.

6. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CONTRACTOR AND ENGINEER OF RECORD.

7. SUBCONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1 CABLES, GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND TELCO PLAN DRAWING. SUBCONTRACTOR SHALL UTILIZE EXISTING TRAYS AND/OR SHALL ADD NEW TRAYS AS NECESSARY. SUBCONTRACTOR SHALL CONFIRM THE ACTUAL ROUTING WITH THE CONTRACTOR. ROUTING OF TRENCHING SHALL BE APPROVED BY CONTRACTOR

UTILITY NOTES:

1. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CONTACT BLUESTAKE AT LEAST TWO FULL WORKING DAYS (48 HOURS) PRIOR TO BEGINNING OF ANY EXCAVATING.

2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO LOCATE ALL STRUCTURES, UNDERGROUND PIPELINES, ELECTRIC AND TELEPHONE CONDUITS, EITHER SHOWN OR NOT SHOWN ON THE PLANS PRIOR TO ANY CONSTRUCTION, AND TO OBSERVE ALL POSSIBLE PRECAUTIONS TO AVOID ANY DAMAGE TO THESE FACILITIES. THE ENGINEERING AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.

3. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF ALL UTILITY CONNECTIONS.

PROJECT SUMMARY

PROPERTY OWNER:
CITY OF CHANDLER
215 EAST BUFFALO STREET
CHANDLER, ARIZONA 85225
CONTACT: DENNIS AUST
PHONE: (602) 466-8298

APN:	302-84-007
ZONING CLASSIFICATION:	PARK
JURISDICTION:	CHANDLER
LAT:	33°18'51.14"N. (33.31420556) NAD83
LONG:	111°49'18.60"W. (-111.82194444) NAD83
GROUND ELEV:	1225.7' A.M.S.L. (NAVD88)

PROJECT DESCRIPTION

T-MOBILE PROPOSES TO INSTALL THE FOLLOWING ITEMS:

REMOVE EXISTING BALL FIELD LIGHT POLE
REMOVE EXISTING BALL FIELD LIGHTS
REMOVE EXISTING ELECTRICAL BOX
ADD A NEW BALL FIELD LIGHT POLE
RELOCATE EXISTING BALL FIELD LIGHT ON NEW POLE
RELOCATE EXISTING ELECTRICAL BOX ON NEW POLE
ADD A 16'-4" X 11'-4" BLOCK WALL COMPOUND
ADD A METER AND DISCONNECT
ADD A B-DECK ACCESS GATE IN A 4' OPENING
ADD A WEATHERPROOF LIGHT SWITCH AND (4) LED TECH LIGHTS
ADD A PPC AND CIENA TO BLOCK WALL
ADD (1) BATTERY BACK-UP CABINET
ADD (1) SITE SUPPORT CABINET
ADD (2) TOWER JUNCTION BOXES TO BLOCK WALL
ADD (1) EXCESS FIBER BOX TO BLOCK WALL
ADD (2) 4"ø UNDERGROUND CONDUITS 98' TO BALL FIELD LIGHT POLE
ADD (2) HYBRID CABLES WITH PENDANTS ATTACHED TO END
ADD (1) 3-SECTOR ANTENNA MOUNT
ADD (6) RADIO MODULES, (2) PER SECTOR
ADD (6) ANTENNAS, (2) PER SECTOR
ADD (6) CABLE SHROUDS, (1) BELOW EACH ANTENNA

PROJECT TEAM

PROJECT MANAGER:
T-MOBILE
1330 W. SOUTHERN AVE., STE A-102
TEMPE, AZ 85282

CONSTRUCTION MANAGER:
COAL CREEK CONSULTING
2166 E. UNIVERSITY DR., STE 201
TEMPE, ARIZONA 85281
CONTACT: STEVE MOOREHEAD
PHONE (602) 326-0002
FAX (602) 532-7407

SITE ACQ. CONSULTANT:
COAL CREEK CONSULTING
2166 E. UNIVERSITY DR., STE 201
TEMPE, ARIZONA 85281
CONTACT: CAMERON LEHMAN
PHONE: (714) 943-6261

A&E DESIGN:
COAL CREEK CONSULTING
2166 E. UNIVERSITY DR., STE 201
TEMPE, AZ 85281
CONTACT: SHAWN EVANS
PHONE (602) 758-5829

SURVEYOR:
RLF CONSULTING
1214 N. STADEM DR.
TEMPE, AZ 85281
CONTACT: RYAN FIDLER
PHONE (480) 445-9189

CIVIL ENGINEER:
TERRA DYNAMIC ENGINEERING, LLC
3241 E. SHEA BLVD., SUITE 1, #455
PHOENIX, ARIZONA 85028
CONTACT: ROBERT ORLANDO
PHONE (602) 482-1603
EMAIL:ROBERT@TERRADYNAMIC.US

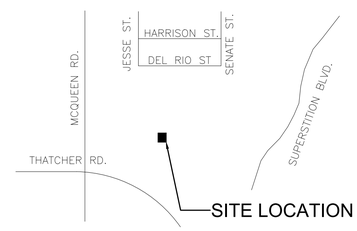
ELECTRICAL ENGINEER:
EXCELLENCE IN ENGINEERING
12005 ANTELOPE TRAIL
PARKER, COLORADO 80138
CONTACT: LOREN PRIEST
PHONE (303) 748-1189

811 KNOW WHAT'S BELOW CALL BEFORE YOU DIG

SHEET INDEX

T-1	TITLE SHEET, VICINITY MAP & GENERAL INFO.
LS-1	BOUNDARY DETAIL
LS-2	SURVEY DETAIL
CIVIL:	
C-1	OVERALL SITE PLAN
C-2	SITE PLAN
C-3	ENLARGED SITE, ANTENNA AND DIMENSION PLAN
C-4	ELEVATION
C-5	ELEVATION
C-6	DETAILS
ELECTRICAL	
E-1	SPECS/GENERAL NOTES/LEGENDS/SHEET INDEX
E-2	SITE POWER PLAN
E-3	ENLARGED POWER PLAN
E-4	ONE-LINE/CALCS/SCHEDULES
E-5	GROUNDING PLAN
STRUCTURAL:	
S-1	MASONRY WALL DETAILS AND NOTES

VICINITY MAP



DRIVING DIRECTIONS

FROM THE T-MOBILE OFFICE: TAKE PRIEST DR. S. TO THE 60 HWY AND MAKE A LEFT. TAKE THE 60 EAST TO MESA DR AND MAKE A RIGHT. FOLLOW S MESA DR SOUTH, IT WILL TURN INTO N MCQUEEN RD. MAKE A LEFT ON E THATCHER BLVD AND MAKE A IMMEDIATE LEFT INTO THE PIMA PARK PARKING LOT. SITE WILL BE ON BALL PARK ON YOUR RIGHT.

CLIENT
T-Mobile
1330 W. SOUTHERN AVE. STE A-102
TEMPE, ARIZONA, 85282
PHONE: (480) 638-2600 FAX: (480) 638-2852

CONSULTANT
COAL CREEK CONSULTING
8283 N. HAYDEN RD., STE 258
SCOTTSDALE, ARIZONA 85258
PHONE: (602) 429-0533 FAX: (480) 638-2852

ENGINEER OF RECORD
TERRA DYNAMIC ENGINEERING, LLC
3241 E. SHEA BLVD., SUITE 1, #455
PHOENIX, AZ 85028
PHONE: (602) 482-1603
EMAIL: ROBERT@TERRADYNAMIC.US

SEAL

Registered Professional Engineer, CERTIFICATE NO. 34596, ROBERTO ORLANDO JR., Date Signed 11/1/2021, State of Arizona

NO.	DATE	DESCRIPTION	BY
3	03/19/19	SUBMITTAL	SPE
4	10/14/20	REVISION 2	DRK
5	12/17/20	SUBMITTAL 2	SPE
6	10/24/22	REVISION 3	SPE
7	11/01/22	SUBMITTAL 3	SPE

PROJECT INFORMATION
JOB: 03-654-04

PH60515A
CITY OF CHANDLER - PIMA PARK

625 N. MCQUEEN RD.
CHANDLER, ARIZONA 85244

SHEET TITLE

TITLE SHEET, VICINITY MAP & GENERAL INFORMATION

JURISDICTIONAL APPROVAL

SHEET NUMBER

T-1

RFDS VER: 1 DATED 10/20/2020 AT 10:42:53 AM

TMO Signatory Level: L04/L05
NLG-98354

Docusign Envelope ID: 6BA6C242-65FF-4863-A658-476EFB681A2A

SURVEYOR NOTES

1. ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY GREAT AMERICAN TITLE AGENCY, ◯ ORDER NO.: 21801903-099-GOH EFFECTIVE DATE: 08/15/2018, AND △ ORDER NO.: 37783386 EFFECTIVE DATE: 08/26/2022
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.
4. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

PROJECT META DATA

1. ELEVATIONS SHOWN HEREON ARE REPRESENTED IN *NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)* ESTABLISHED FROM GPS DERIVED ELLIPSOID HEIGHTS, APPLYING GEOID 12B SEPARATIONS CONSTRAINING TO NGS CORS STATIONS PROVIDED IN THE "ONLINE POSITIONING USER SERVICE" (OPUS) SOLUTION FOR THIS SPECIFIC SITE.
2. BEARINGS SHOWED HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM *ARIZONA STATE PLANE COORDINATE ZONE CENTRAL*, DETERMINED BY GPS OBSERVATIONS.
3. FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 09/14/18.

LICENSOR'S LEGAL DESCRIPTION

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER EASE AND MERIDIAN;

EXCEPT THE NORTH 58 FEET 9 INCHES OF THE EAST 995 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26.

AND BEING THE SAME PROPERTY CONVEYED TO CITY OF CHANDLER, A MUNICIPAL CORPORATION FROM CARL JARRETT AND LUCILLE M. JARRETT BY WARRANTY DEED DATED MAY 15, 1963 AND RECORDED MAY 31, 1963 IN DEED BOOK 4598, PAGE 168.

SCHEDULE B EXCEPTIONS (ORDER NO. 21801903-099-GOH)

11. AN EASEMENT FOR TRANSMISSION LINE AND ALL OTHER MATTERS AS SET FORTH THEREIN, RECORDED IN DOCKET 6297, PAGE 452 OF OFFICIAL RECORDS. (BLANKET IN NATURE)
12. AN EASEMENT FOR COMMUNICATION AND OTHER FACILITIES AND ALL OTHER MATTERS AS SET FORTH THEREIN, RECORDED IN DOCKET 9437, PAGE 790 OF OFFICIAL RECORDS. (REFERENCED)
13. AN EASEMENT FOR OVERHEAD AND UNDERGROUND POWER AND ALL OTHER MATTERS AS SET FORTH THEREIN, RECORDED IN DOCKET 10439, PAGE 865 OF OFFICIAL RECORDS. (REFERENCED)
16. AN EASEMENT FOR RIGHT-OF-WAY AND ALL OTHER MATTERS AS SET FORTH THEREIN, RECORDED IN 84-314243 OF OFFICIAL RECORDS. (REFERENCED)
17. AN EASEMENT FOR POWER DISTRIBUTION AND ALL OTHER MATTERS AS SET FORTH THEREIN, RECORDED IN 2009-0099876 OF OFFICIAL RECORDS. (REFERENCED)
18. ALL MATTERS AS SET FORTH IN SALT RIVER PROJECT LAND USE LICENSE RECORDED AS 20170516610 AND RE-RECORDED AS 20170520665 OF OFFICIAL RECORDS. (REFERENCED)
19. AN EASEMENT FOR POWER DISTRIBUTION AND ALL OTHER MATTERS AS SET FORTH THEREIN, RECORDED IN 20190441572 OF OFFICIAL RECORDS. (REFERENCED)

ITEMS 1 THRU 11, 14, 15, 20 AND 21 OF THE CLIENT PROVIDED TITLE REPORT DO NOT CONTAIN GRAPHICALLY PLOTTABLE EASEMENTS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES. THE SURVEYOR CANNOT GUARANTEE THAT NON-PLOTTABLE ENCUMBRANCES DO NOT EXIST THAT MAY AFFECT THE SUBJECT LEASED PREMISES.

FLOOD ZONE DESIGNATION

THE PROPOSED USE PREMISES SHOWN HEREON APPEAR TO BE WITHIN FLOOD ZONE "X" AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP NO. 04013C2729M DATED 11/04/15.

FLOOD ZONE "X" IS DEFINED AS: AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN; DETERMINED TO BE OUTSIDE THE 1% AND 0.2% ANNUAL CHANCE FLOODPLAINS.

SCHEDULE B EXCEPTIONS (ORDER NO. 37783386)

△5. EASEMENT IN FAVOR OF THE CITY OF CHANDLER, A MUNICIPAL CORPORATION SET FORTH IN INSTRUMENT RECORDED ON JANUARY 5, 1979 IN DEED BOOK 13367, PAGE 418; RE-RECORDED RECORDED ON MARCH 16, 1979 IN DEED BOOK 13502, PAGE 1104; RE-RECORDED RECORDED ON MAY 14, 1979 IN DEED BOOK 13630, PAGE 354. (REFERENCED)

△6. IRRIGATION EASEMENT IN FAVOR OF THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, A POLITICAL SUBDIVISION SET FORTH IN INSTRUMENT RECORDED ON FEBRUARY 16, 1984 IN INSTRUMENT NO. 19840064717. (REFERENCED)

△7. RIGHT-OF-WAY EASEMENT IN FAVOR OF THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, A COLORADO CORPORATION SET FORTH IN INSTRUMENT RECORDED ON JULY 19, 1984 IN INSTRUMENT NO. 19840314243. (REFERENCED)

△8. UNDERGROUND POWER EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, A POLITICAL SUBDIVISION SET FORTH IN INSTRUMENT RECORDED ON AUGUST 6, 1993 IN INSTRUMENT NO. 93-0522672. (REFERENCED)

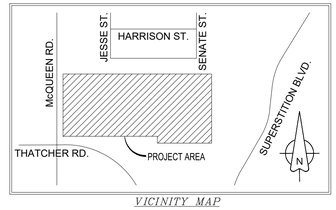
△9. POWER DISTRIBUTION EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT SET FORTH IN INSTRUMENT RECORDED ON FEBRUARY 5, 2009 IN INSTRUMENT NO. 20090099876. (REFERENCED)

△10. POWER DISTRIBUTION EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT SET FORTH IN INSTRUMENT RECORDED ON JUNE 13, 2019 IN INSTRUMENT NO. 20190441572. (REFERENCED)

△11. POWER DISTRIBUTION EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT SET FORTH IN INSTRUMENT RECORDED ON DECEMBER 4, 2020 IN INSTRUMENT NO. 20201196438. (REFERENCED)

ITEMS 1-4 OF THE CLIENT PROVIDED TITLE REPORT DO NOT CONTAIN GRAPHICALLY PLOTTABLE EASEMENTS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES. THE SURVEYOR CANNOT GUARANTEE THAT NON-PLOTTABLE ENCUMBRANCES DO NOT EXIST THAT MAY AFFECT THE SUBJECT LEASED PREMISES.

LINE TABLE		
LINE	LENGTH	BEARING
L1	2598.28	S0° 03' 27"W
L2	732.31	S89° 11' 48"W
L3	105.74	N0° 42' 50"W
L4	25.10	N90° 00' 00"W
L5	83.95	N0° 00' 00"E
L6	181.36	N88° 46' 03"E
L7	34.89	S0° 00' 00"E
L8	2.50	S0° 00' 00"E
L9	5.64	S89° 21' 30"W
L10	5.63	S0° 01' 14"E
L11	10.65	S0° 01' 14"E
L12	11.89	N89° 41' 21"E
L13	16.29	N0° 19' 06"W
L14	6.17	S89° 59' 30"W
L15	27.45	S89° 41' 21"W
L16	102.33	S84° 23' 32"W
L17	57.95	S0° 00' 06"W
L18	19.20	S45° 00' 00"E
L19	35.65	N57° 39' 09"W
L20	62.26	N22° 26' 44"W



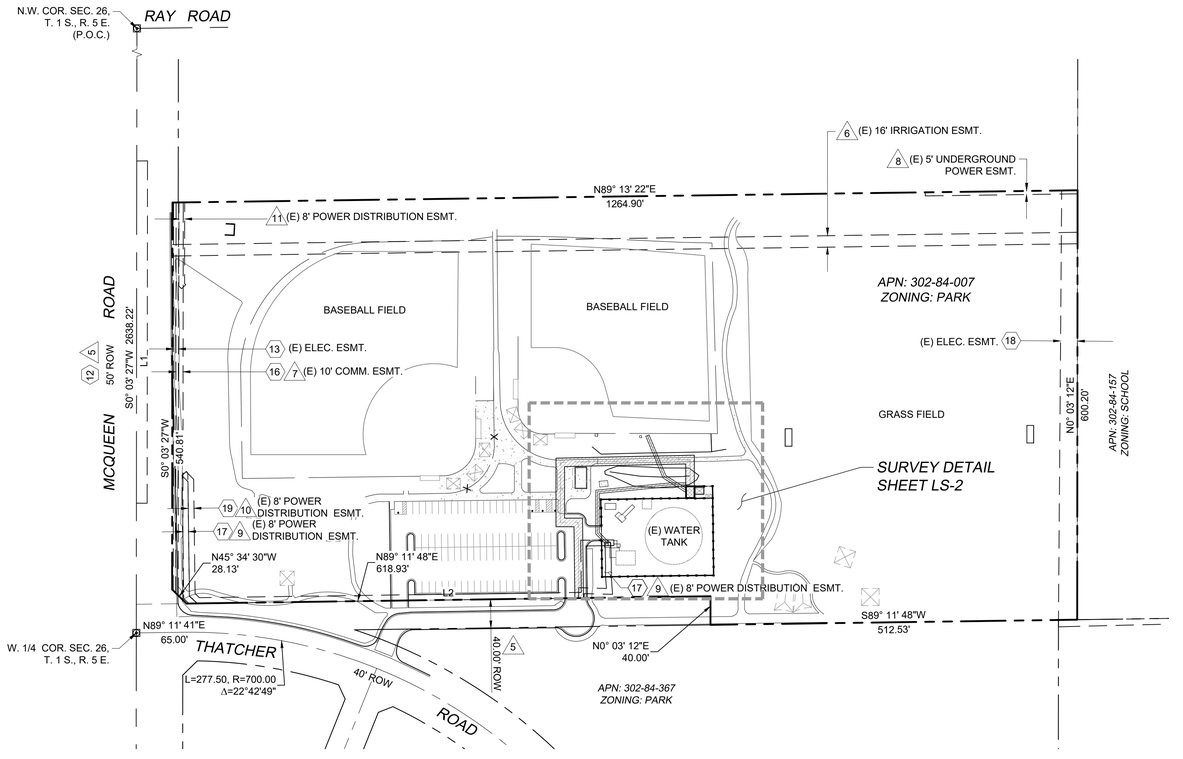
VICINITY MAP
N.T.S.

N
W E
S

BOUNDARY DETAIL
SCALE: 1" = 100'

LEGEND

- BRASS CAP IN HANDHOLE
- ELECTRICAL PULL BOX
- ELECTRIC EQUIPMENT
- ELECTRICAL TRANSFORMER
- ELECTRIC CABINET
- FIBER VAULT
- STADIUM LIGHT POLE
- LIGHT POST
- BACKFLOW PREVENTER
- DECIDUOUS TREE
- SIGN
- HANDICAP
- BREAKLINE
- IRRIGATION CONTROL VALVE
- 5280.00 NG SPOT ELEVATION
- 2 SCHEDULE B HEX
- POSITION OF GEODETIC COORDINATES
- PROPERTY LINE
- PROPERTY LINE (OTHER)
- MONUMENT LINE
- CENTERLINE
- EASEMENT LINE
- CHAIN LINK FENCE
- OHE OHE — OVERHEAD ELECTRIC LINE
- UGE UGE — U/G ELECTRIC LINE
- FO FO FO — U/G FIBER OPTIC LINE
- W W W — WATER LINE
- IRR — U/G IRRIGATION LINE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT



10° 41'
MAGNETIC
DECLINATION

NORTH

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

T-Mobile
2625 S. PLAZA DR., #400 TEMPE, ARIZONA; 85282
PHONE: (480) 638-2600; FAX: (480) 638-2852

COAL CREEK CONSULTING
2166 E. UNIVERSITY DR., STE 201
TEMPE, ARIZONA 85281
PHONE: (480) 638-2600 FAX: (480) 638-2852

FIELD BY:	JMM
DRAWN BY:	JTJ
CHECKED BY:	ABM

REVISIONS

NO.	DATE	DESCRIPTION
8	11/07/22	FINAL
7	10/05/22	NEW TITLE
6	10/01/20	AMENDED TITLE
5	04/07/20	REVISION
4	03/04/20	REVISION
3	03/13/19	REVISION
2	02/27/19	FINAL

RLF CONSULTING
LAND SURVEY • MAPPING SOLUTIONS
1214 N. STADEM DR. • TEMPE AZ. 85281
WWW.RLFCONSULTING.COM • 480-445-9880

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44007
RYAN L. FIDLER
Date Signed 11/07/22
ARIZONA, U.S.A.

REUSE OF DOCUMENT
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PROJECT No.
15006020

SITE NAME:
PH60515A
CHANDLER PIMA PARK

SITE ADDRESS:
625 N. McQUEEN RD.
CHANDLER AZ, 85225

SHEET TITLE:
TOPOGRAPHIC SURVEY

SHEET NO.	REVISION:
LS-1	7

Docusign Envelope ID: 6BA6C242-65FF-4863-A658-476EFB681A2A

LICENSEE ACCESS/UTILITY LICENSE AREA LEGAL DESCRIPTION

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26;THENCE SOUTH 00°03'27" WEST, 2598.28 FEET; THENCE NORTH 89°11'48" EAST, 618.93 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 00°42'50" WEST, 105.74 FEET; THENCE NORTH 90°00'00" WEST, 25.10 FEET; THENCE NORTH 00°00'00" EAST, 83.95 FEET; THENCE NORTH 88°46'03" EAST, 181.36 FEET; THENCE SOUTH 00°00'00" EAST, 34.89 FEET; THENCE SOUTH 00°00'00" EAST, 2.50 FEET TO THE POINT OF TERMINUS.

LICENSEE USE AREA LEGAL DESCRIPTION

A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26;THENCE SOUTH 00°03'27" WEST, 2598.28 FEET; THENCE NORTH 89°11'48" EAST, 618.93 FEET; THENCE NORTH 00°42'50" WEST, 105.74 FEET; THENCE NORTH 90°00'00" WEST, 25.10 FEET; THENCE NORTH 00°00'00" EAST, 83.95 FEET; THENCE NORTH 88°46'03" EAST, 181.36 FEET; THENCE SOUTH 00°00'00" EAST, 34.89 FEET; THENCE SOUTH 00°00'00" EAST, 2.50 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°21'30" WEST, 5.64 FEET; THENCE SOUTH 00°01'14" EAST, 5.63 FEET; THENCE SOUTH 00°01'14" EAST, 10.65 FEET; THENCE NORTH 89°41'21" EAST, 11.89 FEET; THENCE NORTH 00°19'06" WEST, 16.29 FEET; THENCE SOUTH 89°59'30" WEST, 6.17 FEET THE POINT OF BEGINNING.

LICENSEE UTILITY LICENSE AREA 1 LEGAL DESCRIPTION

A 5.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26;THENCE SOUTH 00°03'27" WEST, 2598.28 FEET; THENCE NORTH 89°11'48" EAST, 618.93 FEET; THENCE NORTH 00°42'50" WEST, 105.74 FEET; THENCE NORTH 90°00'00" WEST, 25.10 FEET; THENCE NORTH 00°00'00" EAST, 83.95 FEET; THENCE NORTH 88°46'03" EAST, 181.36 FEET; THENCE SOUTH 00°00'00" EAST, 34.89 FEET TO THE POINT OF BEGINNING;

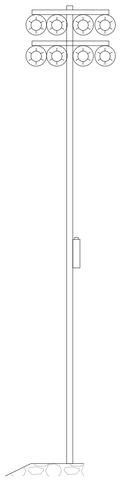
THENCE SOUTH 89°41'21" WEST, 27.45 FEET; THENCE SOUTH 84°23'32" WEST, 102.33 FEET; THENCE SOUTH 00°00'06" WEST, 57.95 FEET; THENCE SOUTH 45°00'00" EAST, 19.20 FEET TO THE POINT OF TERMINUS.

LICENSEE UTILITY LICENSE AREA 2 LEGAL DESCRIPTION

A 5.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26;THENCE SOUTH 00°03'27" WEST, 2598.28 FEET; THENCE NORTH 89°11'48" EAST, 618.93 FEET; THENCE NORTH 00°42'50" WEST, 105.74 FEET; THENCE NORTH 90°00'00" WEST, 25.10 FEET; THENCE NORTH 00°00'00" EAST, 83.95 FEET; THENCE NORTH 88°46'03" EAST, 181.36 FEET; THENCE SOUTH 00°00'00" EAST, 34.89 FEET; THENCE SOUTH 00°00'00" EAST, 2.50 FEET; THENCE SOUTH 89°21'30" WEST, 5.64 FEET; THENCE SOUTH 00°01'14" EAST, 5.63 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 57°39'09" WEST, 35.65 FEET; THENCE NORTH 22°26'44" WEST, 62.26 FEET TO THE POINT OF TERMINUS.



EXISTING LIGHT POLE DETAIL
SCALE: N.T.S.

LEGEND

- BRASS CAP IN HANDHOLE
- ELECTRICAL PULL BOX
- ELECTRIC EQUIPMENT
- ELECTRICAL TRANSFORMER
- ELECTRIC CABINET
- FIBER VAULT
- STADIUM LIGHT POLE
- LIGHT POST
- BACKFLOW PREVENTER
- DECIDUOUS TREE
- SIGN
- HANDICAP
- BREAKLINE
- IRRIGATION CONTROL VALVE
- 5280.00 NG SPOT ELEVATION
- 2 SCHEDULE B HEX
- POSITION OF GEODETIC COORDINATES
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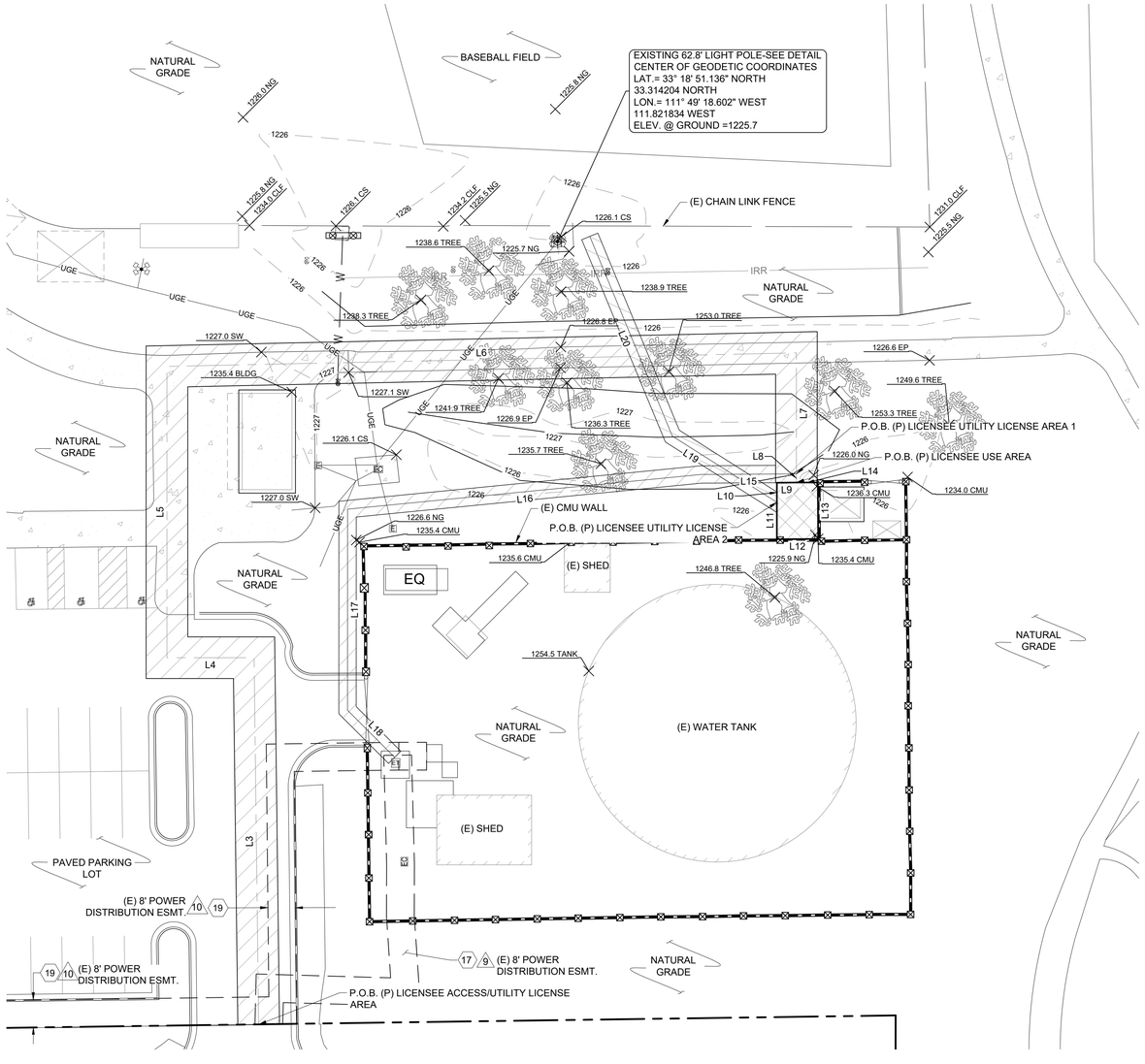
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT



LINE TABLE		
LINE	LENGTH	BEARING
L1	2598.28	S0° 03' 27"W
L2	732.31	S89° 11' 48"W
L3	105.74	N0° 42' 50"W
L4	25.10	N90° 00' 00"W
L5	83.95	N0° 00' 00"E
L6	181.36	N88° 46' 03"E
L7	34.89	S0° 00' 00"E
L8	2.50	S0° 00' 00"E
L9	5.64	S89° 21' 30"W
L10	5.63	S0° 01' 14"E
L11	10.65	S0° 01' 14"E
L12	11.89	N89° 41' 21"E
L13	16.29	N0° 19' 06"W
L14	6.17	S89° 59' 30"W
L15	27.45	S89° 41' 21"W
L16	102.33	S84° 23' 32"W
L17	57.95	S0° 00' 06"W
L18	19.20	S45° 00' 00"E
L19	35.65	N57° 39' 09"W
L20	62.26	N22° 26' 44"W

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

T-Mobile
2625 S. PLAZA DR., #400 TEMPE, ARIZONA; 85282
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PHONE: (480) 638-2600 FAX: (480) 638-2852

FIELD BY:	JMM
DRAWN BY:	JTJ
CHECKED BY:	ABM

REVISIONS

NO.	DATE	DESCRIPTION
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5	04/07/20	REVISION
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3	03/13/19	REVISION
2	02/27/19	FINAL

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WWW.RLFCONSULTING.COM • 480-445-2980

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44007
RYAN L. FIDLER
Expires 11/30/23
ARIZONA, U.S.A.

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PROJECT No.
15006020

SITE NAME:
PH60515A
CHANDLER PIMA PARK

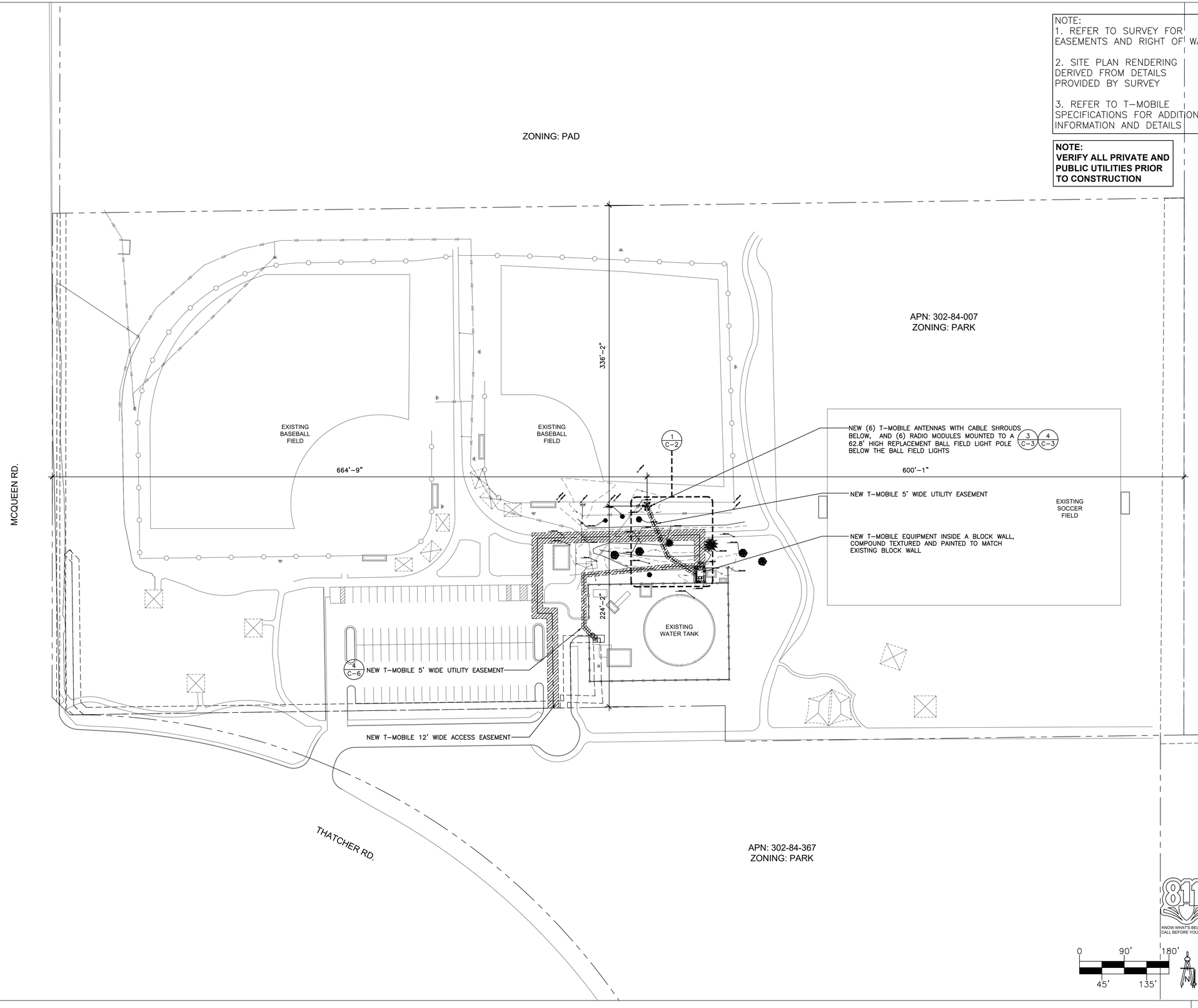
SITE ADDRESS:
625 N. McQUEEN RD.
CHANDLER AZ, 85225

SHEET TITLE:
TOPOGRAPHIC SURVEY

SHEET NO.	REVISION:
LS-2	7

TMO Signatory Level: L04/L05
NLG-98354

Docusign Envelope ID: 6BA6C242-65FF-4863-A658-476EFB681A2A



NOTE:
1. REFER TO SURVEY FOR EASEMENTS AND RIGHT OF WAY

2. SITE PLAN RENDERING DERIVED FROM DETAILS PROVIDED BY SURVEY

3. REFER TO T-MOBILE SPECIFICATIONS FOR ADDITIONAL INFORMATION AND DETAILS

NOTE:
VERIFY ALL PRIVATE AND PUBLIC UTILITIES PRIOR TO CONSTRUCTION

OVERALL SITE PLAN

SCALE: 1" = 90'

1

CLIENT
T-Mobile
1330 W. SOUTHERN AVE. STE A-102
TEMPE, ARIZONA, 85282
PHONE: (480) 638-2600 FAX: (480) 638-2852

CONSULTANT
COAL CREEK CONSULTING
8283 N. HAYDEN RD., STE 258
SCOTTSDALE, ARIZONA 85258
PHONE: (602) 429-0533 FAX: (480) 638-2852

ENGINEER OF RECORD
TERRA DYNAMIC ENGINEERING, LLC
3241 E. SHEA BLVD., SUITE 1, #455
PHOENIX, AZ 85028
PHONE: (602) 482-1603
EMAIL: ROBERT@TERRADYNAMIC.US

SEAL

Registered Professional Engineer
CERTIFICATE NO.
34596
ROBERTO ORLANDO AY
Date Signed 11/1/2022
ARIZONA U.S.A.

NO.	DATE	DESCRIPTION	BY
3	03/19/19	SUBMITTAL	SPE
4	10/14/20	REVISION 2	DRK
5	12/17/20	SUBMITTAL 2	SPE
6	10/24/22	REVISION 3	SPE
7	11/01/22	SUBMITTAL 3	SPE

PROJECT INFORMATION
JOB: 03-654-04

PH60515A
CITY OF CHANDLER - PIMA PARK

625 N. MCQUEEN RD.
CHANDLER, ARIZONA 85244

SHEET TITLE

OVERALL SITE PLAN

JURISDICTIONAL APPROVAL

SHEET NUMBER

C-1

RFDS VER: 1 DATED 10/20/2020 AT 10:42:53 AM

TMO Signatory Level: L04/L05
NLG-98354

Docusign Envelope ID: 6BA6C242-65FF-4863-A658-476EFB681A2A

NOTE:
VERIFY ALL PRIVATE AND PUBLIC UTILITIES PRIOR TO CONSTRUCTION

EXISTING 62.8' HIGH BALL FIELD LIGHT POLE TO BE REMOVED AND REPLACED IN A NEW LOCATION

NEW (6) T–MOBILE ANTENNAS WITH CABLE SHROUDS BELOW AND (6) RADIO MODULES MOUNTED TO A 62.8' HIGH REPLACEMENT BALL FIELD LIGHT POLE BELOW THE BALL FIELD LIGHTS

NEW T–MOBILE (2) 4" CONDUITS ROUTED 98'± UNDERGROUND AND 6' BELOW GRADE (WITH TRACER WIRE) FOR ROUTING OF (2) HYBRID CABLES WITH PENDANTS ATTACHED TO THE END, TOTAL LENGTH 150'± TO ANTENNA ARRAY

NEW T–MOBILE 5' WIDE UTILITY EASEMENT

NEW T–MOBILE 12' WIDE ACCESS EASEMENT

EXISTING SIDEWALK

NEW T–MOBILE EQUIPMENT INSIDE A BLOCK WALL, COMPOUND TEXTURED AND PAINTED TO MATCH EXISTING BLOCK WALL

1226 1226.1 CS 1225.7 NG 1238.6 TREE 1238.8 TREE 1253.0 TREE 1226.8 EP 1236.3 TREE 1226.6 EP 1249.6 TREE 1253.3 TREE 1226.9 EP 1227 1235.7 TREE 1226.0 NG 1225.9 NG 1246.8 TREE 1231.0 1225.5 NG

SW

0 2' 4' 10'
1' 3' 5'

KNOW WHAT'S BELOW CALL BEFORE YOU DIG

SITE PLAN — SCALE: 3/16" = 1'-0" — 1

CLIENT

T-Mobile

1330 W. SOUTHERN AVE. STE A–102
TEMPE, ARIZONA, 85282
PHONE: (480) 638–2600 FAX: (480) 638–2852

CONSULTANT

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8283 N. HAYDEN RD., STE 258
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ENGINEER OF RECORD

TERRA DYNAMIC ENGINEERING, LLC

3241 E. SHEA BLVD., SUITE 1, #455
PHOENIX, AZ 85028
PHONE: (602) 482–1603
EMAIL: ROBERT@TERRADYNAMIC.US

SEAL

Registered Professional Engineer (Civil) CERTIFICATE NO. 34596 ROBERTO ORLANDO JR. Date Signed 11/1/2022 ARIZONA U.S.A.

NO.	DATE	DESCRIPTION	BY
3	03/19/19	SUBMITTAL	SPE
4	10/14/20	REVISION 2	DRK
5	12/17/20	SUBMITTAL 2	SPE
6	10/24/22	REVISION 3	SPE
7	11/01/22	SUBMITTAL 3	SPE

PROJECT INFORMATION
JOB: 03–654–04

PH60515A
CITY OF CHANDLER - PIMA PARK

625 N. MCQUEEN RD.
CHANDLER, ARIZONA 85244

SHEET TITLE

SITE PLAN

JURISDICTIONAL APPROVAL

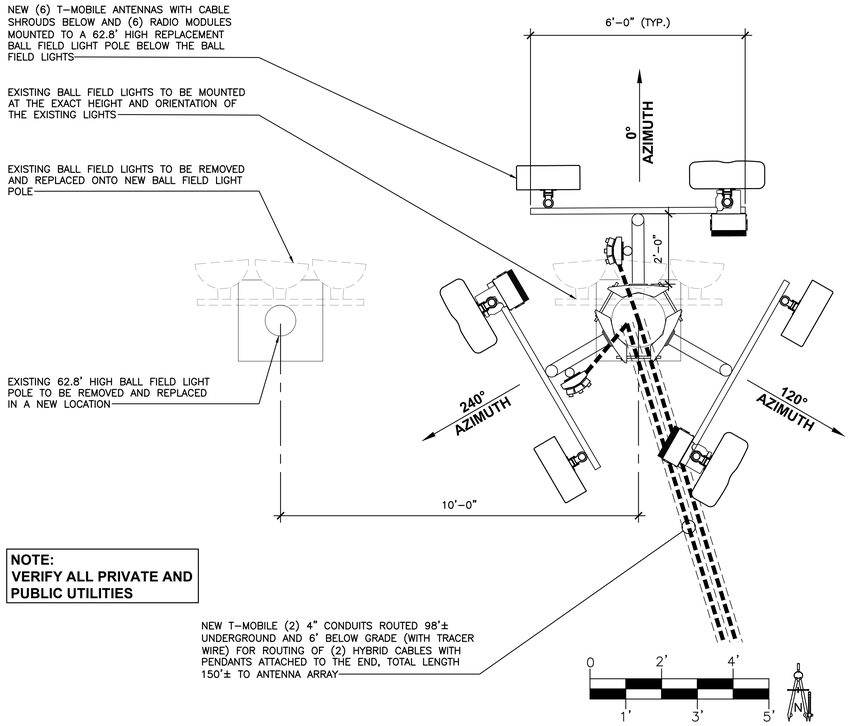
SHEET NUMBER

C-2

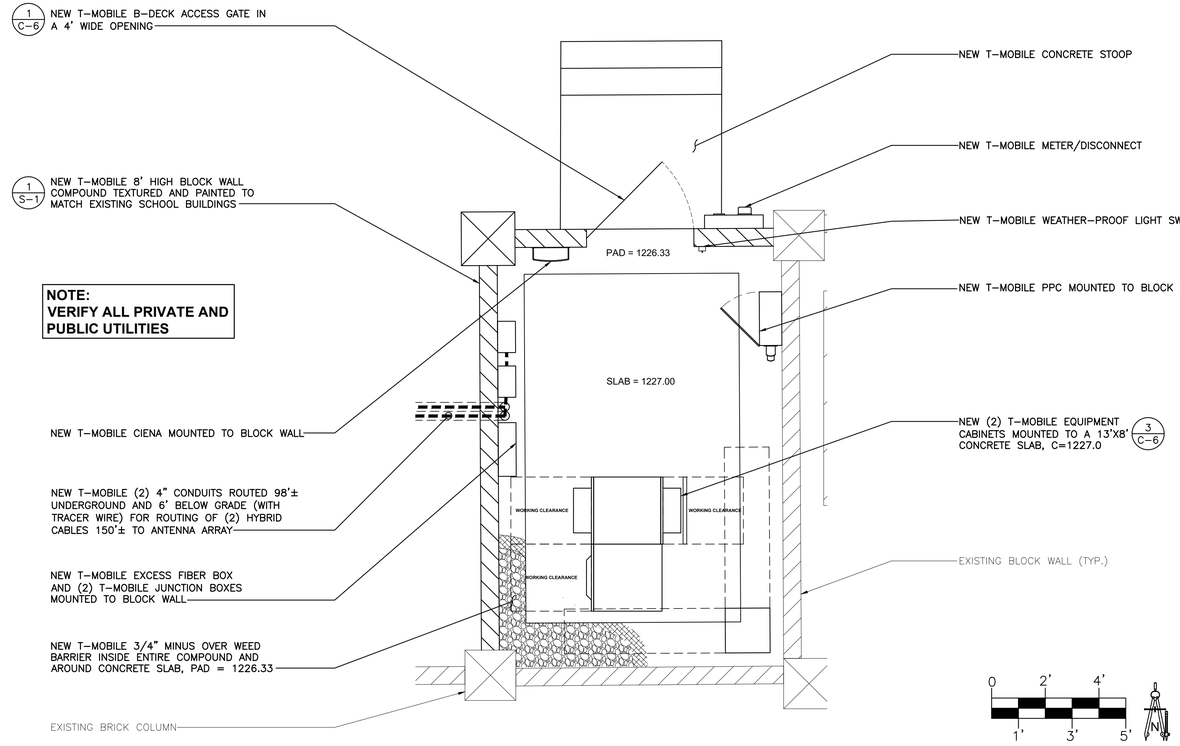
RFDS VER: 1 DATED 10/20/2020 AT 10:42:53 AM

TMO Signatory Level: L04/L05
NLG-98354

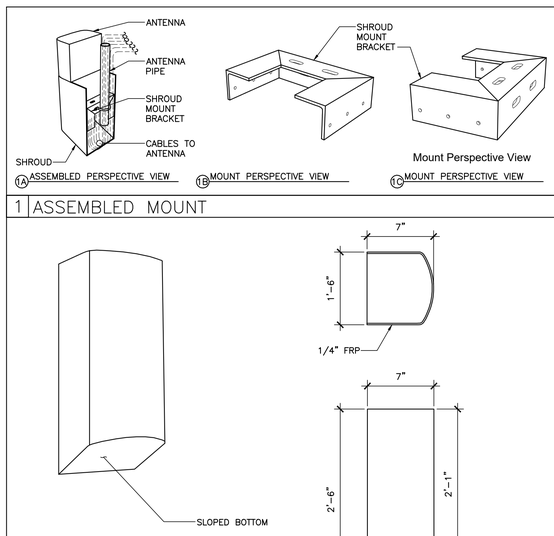
Docusign Envelope ID: 6BA6C242-65FF-4863-A658-476EFB681A2A



ENLARGED ANTENNA PLAN — SCALE: 1/2" = 1'-0" — 3

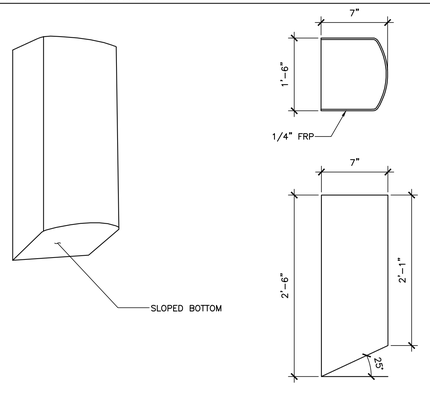


ENLARGED SITE PLAN — SCALE: 3/8" = 1'-0" — 1



1501 S. EUCLID AVE.
TUCSON, AZ 85713
(520) 294–3900
www.larsoncamo.com

1 ASSEMBLED MOUNT

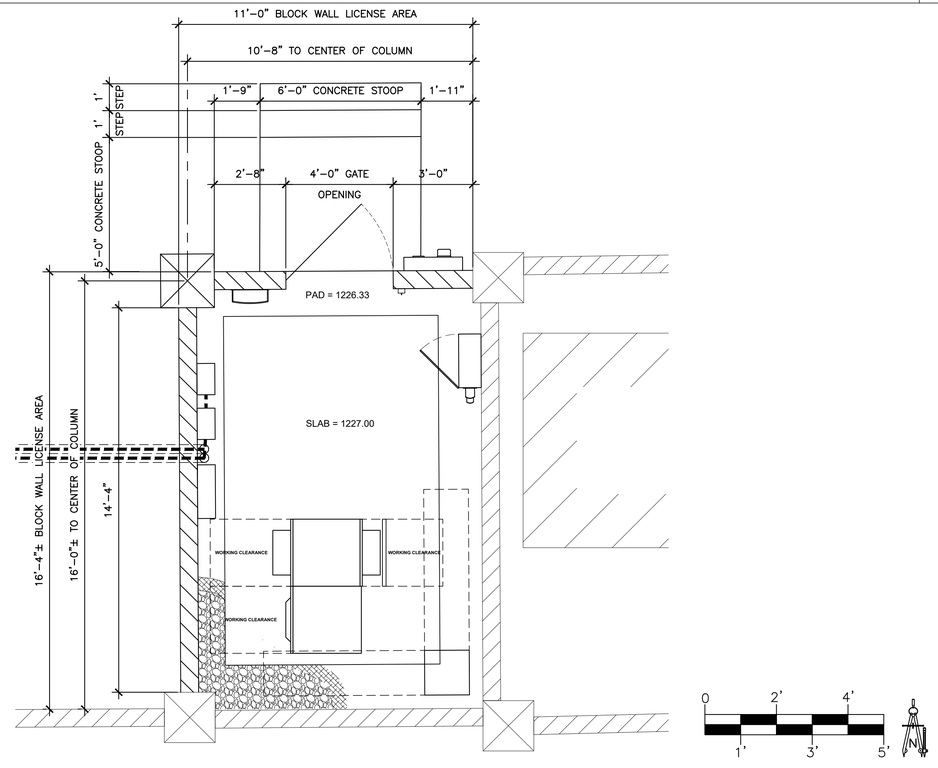


SHROUD RF NOTES: INCLUDE IN THEIR SOW CUTTING THE SHROUD TO FIT THE ANTENNA, SO THAT THE FIBERGLASS BUTTS UP AGAINST THE BOTTOM OF THE ANTENNA (AND STILL HIDES ALL RETS AND CABLES) TO PREVENT VSWR ISSUES SEEN IN OTHER APPLICATIONS OF THIS SHROUD

2 LARSON PART# LAS–004 — DRAWING DATE: MAY 3,2013

SHROUD DETAIL — SCALE: N.T.S. — 4

NOTE:
VERIFY ALL PRIVATE AND PUBLIC UTILITIES PRIOR TO CONSTRUCTION



ENLARGED DIMENSION PLAN — SCALE: 1/2" = 1'-0" — 2

CLIENT

T-Mobile

1330 W. SOUTHERN AVE. STE A–102
TEMPE, ARIZONA, 85282
PHONE: (480) 638–2600 FAX: (480) 638–2852

CONSULTANT

COAL CREEK CONSULTING

8283 N. HAYDEN RD., STE 258
SCOTTSDALE, ARIZONA 85258
PHONE: (602) 429–0533 FAX: (480) 638–2852

ENGINEER OF RECORD

TERRA DYNAMIC ENGINEERING, LLC

3241 E. SHEA BLVD., SUITE 1, #455
PHOENIX, AZ 85028
PHONE: (602) 482–1603
EMAIL: ROBERT@TERRADYNAMIC.US

SEAL

Registered Professional Engineer — CERTIFICATE NO. 34596 — ROBERTO ORLANDO AVILA — Date Signed 11/1/2022 — STATE OF ARIZONA

NO.	DATE	DESCRIPTION	BY
3	03/19/19	SUBMITTAL	SPE
4	10/14/20	REVISION 2	DRK
5	12/17/20	SUBMITTAL 2	SPE
6	10/24/22	REVISION 3	SPE
7	11/01/22	SUBMITTAL 3	SPE

PROJECT INFORMATION

JOB: 03–654–04

PH60515A
CITY OF CHANDLER - PIMA PARK

625 N. MCQUEEN RD.
CHANDLER, ARIZONA 85244

SHEET TITLE

ENLARGED SITE, ANTENNA AND DIMENSION PLAN

JURISDICTIONAL APPROVAL

SHEET NUMBER

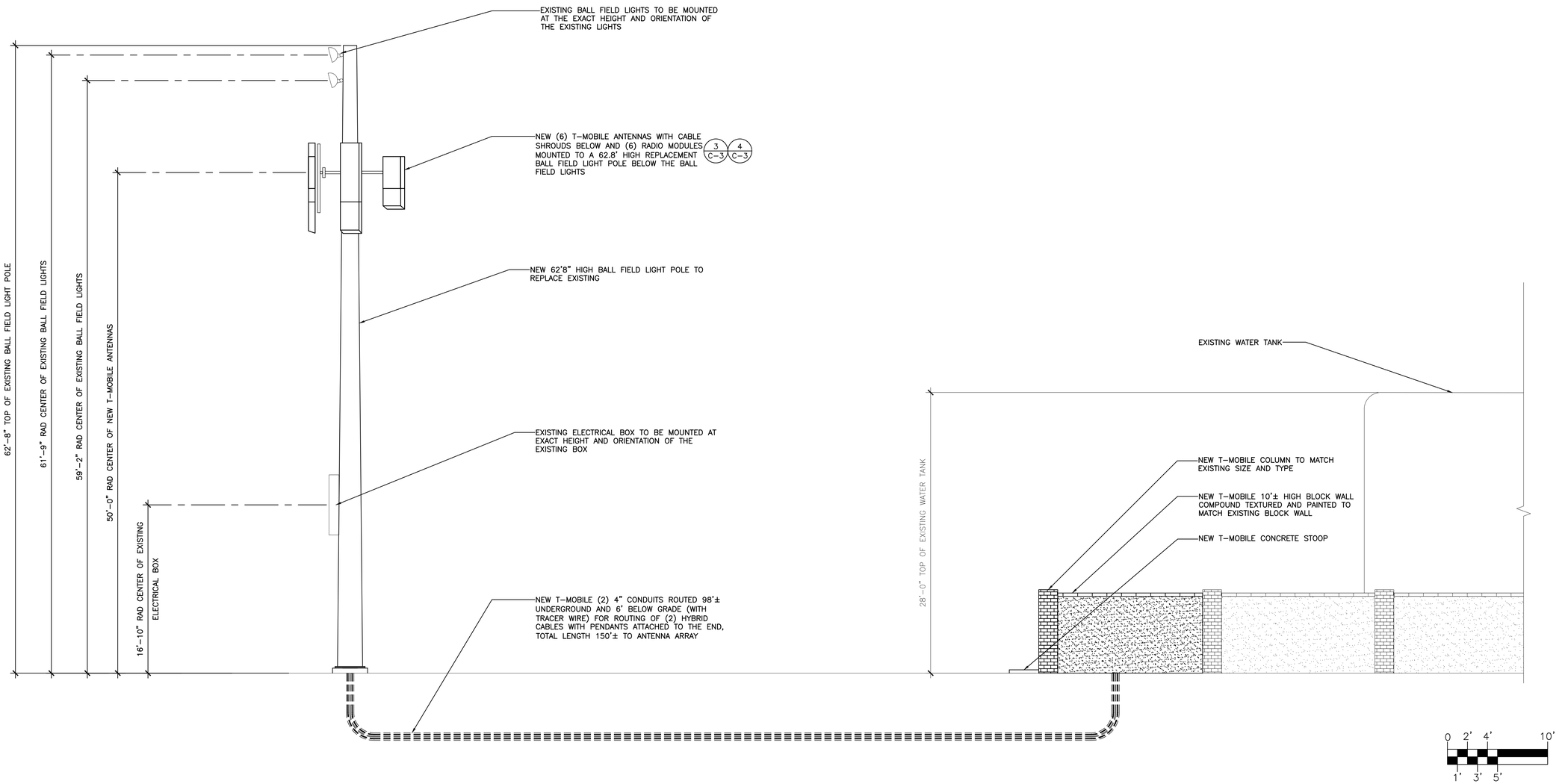
C-3

RFDS VER: 1 DATED 10/20/2020 AT 10:42:53 AM

TMO Signatory Level: L04/L05
NLG-98354

Docusign Envelope ID: 6BA6C242-65FF-4863-A658-476EFB681A2A

SHROUD RF NOTES:
INCLUDE IN THEIR SOW CUTTING THE SHROUD TO FIT THE ANTENNA, SO THAT THE FIBERGLASS BUTTS UP AGAINST THE BOTTOM OF THE ANTENNA (AND STILL HIDES ALL RETS AND CABLES) TO PREVENT VSWR ISSUES SEEN IN OTHER APPLICATIONS OF THIS SHROUD



WEST ELEVATION

SCALE: 3/16" = 1'-0"

1

CLIENT
T-Mobile
1330 W. SOUTHERN AVE. STE A-102
TEMPE, ARIZONA, 85282
PHONE: (480) 638-2600 FAX: (480) 638-2852

CONSULTANT
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PHOENIX, AZ 85028
PHONE: (602) 482-1603
EMAIL: ROBERT@TERRADYNAMIC.US

SEAL

Professional Engineer
CERTIFICATE
34596
ROBERTO ORLANDO
Registered 11/1/2021
STATE OF ARIZONA

NO.	DATE	DESCRIPTION	BY
3	03/19/19	SUBMITTAL	SPE
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7	11/01/22	SUBMITTAL 3	SPE

PROJECT INFORMATION
JOB: 03-654-04

PH60515A
CITY OF CHANDLER - PIMA PARK

625 N. MCQUEEN RD.
CHANDLER, ARIZONA 85244

SHEET TITLE

ELEVATION

JURISDICTIONAL APPROVAL

SHEET NUMBER

C-4

RFDS VER: 1 DATED 10/20/2020 AT 10:42:53 AM

TMO Signatory Level: L04/L05
NLG-98354

Docusign Envelope ID: 6BA6C242-65FF-4863-A658-476EFB681A2A

EXHIBIT "B"
USE AREA OR LEGAL DESCRIPTION
(If not already included as part of Exhibit A)

EXHIBIT "C"
CHANDLER DEPARTMENT APPROVAL FORM FOR WIRELESS COMMUNICATION FACITLITES ON PUBLIC PROPERTY

Wireless Company _____T-MOBILE WEST LLC
Company Contact _____
Location of Site _____

Attach specifications of facilities and their location to this form.

I. ***Department Where Site is to be Located***
☐I hereby agree that to the best of our Department's knowledge with the information provided by the Company, that the wireless infrastructure proposed by the above Company at the noted location is acceptable to be located at our Department's facility/location.
☐I deny our Department's approval for location at this site. Reason:
_____
_____
_____
_____
_____
_____
_____

_____ _____
Department Authorized Representative Signature and Title *Date*

II. ***Development Services Department***
☐I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above Company at the noted location meets the City Code zoning requirements for wireless facilities. I have also informed the Company of the procedures to obtain zoning permit approval.
☐I deny our Department's approval for location at this site. Reason:
_____
_____
_____
_____
_____
_____
_____

_____ _____
Planning/Zoning Authorized Representative Signature and Title *Date*

_____ _____
Real Estate Coordinator Authorized Representative Signature and Title *Date*

CHANDLER DEPARTMENT CLEARANCE FOR WIRELESS COMMUNICATION FACILITIES –page 2

III. ***Public Safety Departments***

Information provided by the Company indicates that all wireless communications equipment it will operate within the City follows the FCC's radio frequency emission regulations and will not interfere with the City's emergency communication Wireless Facilities. If an interference or frequency study was deemed to be necessary in the City's opinion, then it has been performed. If at some time it is determined that there is interference resulting from any such equipment, then the Company knows its use agreement will require it to remedy such interference, and that such interference could be deemed a material breach by the party causing the interference.

Police Department:

□ I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above Company at the noted location will not pose an interference issue for the Department's emergency communication Wireless Facilities.

□ I deny our Department's approval for location at this site. Reason:

_____
_____
_____
_____
_____
_____
_____

_____ _____
Police Department Authorized Representative Signature and Title *Date*

Fire Department:

□ I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above Company at the noted location will not pose an interference issue for the Department's emergency communication Wireless Facilities.

□ I deny our Department's approval for location at this site. Reason:

_____
_____
_____
_____
_____
_____
_____

_____ _____
Fire Department Authorized Representative Signature and Title *Date*

Current as of June 2022

INSTRUCTIONS: DEPARTMENT APPROVAL FORM FOR WIRELESS COMMUNICATION FACILITIES LOCATED ON CITY-OWNED REAL PROPERTY OR IN RIGHT-OF-WAY

Section I. ***Department Where Site is to be Located:*** Requires signature of director or director's designee of the Department whose manages the facility or public land/right-of-way where the wireless facility/structure will be located. If the wireless facilities will be in the following areas, the corresponding signature is required.

City Property	**Department Contact**
Community Services/Parks	Mickey Ohland, Park Development and Operation Manager 480-782-2743, mickey.ohland@chandleraz.gov 175 S. Arizona Ave., 4th Floor
Fire Station	Keith Hargis, Assistant Fire Chief 480-782-2161, keith.hargis@chandleraz.gov 151 E. Boston St.
Water/Wastewater Treatment Facility	John Knudson, Public Works Director 480-782-3590, john.knudson@chandleraz.gov 1475 E Pecos Rd.
Public Right-of-Way	Dennis Aust, Telecommunications & Public Utility Service Manager 480-782-3315, dennis.aust@chandleraz.gov 215 E. Buffalo St.
Police Department	Zachary Cummard, Police Commander 480-782-4153, zachary.cummard@chandleraz.gov 250 E Chicago St.

The Company and the Department must agree to the location on the property where the facilities will not disrupt City operations. This may require an on-site tour to determine an acceptable location. Some general discussions of aesthetics/screening should also take place, as well as if there are any benefits the Department might receive such as collocation opportunities. Once a site has been agreed upon, then proceed to get signature for Section II. Fees for use for that site will be determined through the Use Agreement process once all signatures for the "Chandler Department Approvals for Wireless Communication Facilities" form have been received and submitted to the City at **Development Services Dept., 215 E. Buffalo St., Chandler, AZ 85225, (480) 782-3315.**

Section II. Development Services: Company should be familiar with Chandler City Code Chapter 35, XXII, Section 35-2209 regarding requirements for Wireless Communications Facilities and show that their plans are in accordance with City Code.
Planning/Zoning Contact: Development Services Department, 215 E. Buffalo St., One-Stop Shop Front Counter, 480-782-3000 or Susan Fiala, City Planner, Planning Division, (480) 782-3067, Susan.Fiala@chandleraz.gov

Real Estate Contact: Erich Kuntze, Real Estate Coordinator, (480) 782-3397, erich.kuntze@chandleraz.gov

Section III. ***Police/Fire Departments:*** Company's technical staff should confer with the City's public safety communication staff to assure that all wireless communications equipment it will operate within the City is in compliance with the FCC's radio frequency emission regulations and that the frequencies used will not interfere with the City's emergency communication Wireless Facilities for either the Police or Fire Departments. There will be more detail language for the Company to agree regarding interference issues when applying for the Public Property Use Agreement.

Contact (both Fire & Police Clearance is Required):

Fire Department
Fire Department Assistant Chief
Keith Hargis, keith.hargis@chandleraz.gov
151 E. Boston St., 480-782-2161

Police Department, Communications Division
Police Commander
Zachary Cummard, zachary.cummard@chandleraz.gov
250 E. Boston St., 480-782-4153

EXHIBIT "D"
STANDARDS FOR LETTERS OF CREDIT

In addition to any other requirements imposed upon a letter of credit (the "Letter of Credit") issued pursuant to this Agreement, the Letter of Credit shall meet and be governed by the following additional standards and requirements:

1. **Letter of Credit Requirements.** The Letter of Credit shall be printed on Bank Safety Paper. The following terms and no others shall be stated on the face of the Letter of Credit:

1.1 The Letter of Credit is clean, unconditional, irrevocable, independent, and standby.

1.2 The Letter of Credit is payable to City upon presentation of City's draft.

1.3 City may make partial draws upon the Letter of Credit.

1.4 The Letter of Credit is for payment solely upon presentation of a sight draft and a copy of the Letter of Credit.

1.5 Within ten (10) days after City's draft on the Letter of Credit is honored, City must make the original of the Letter of Credit available to the issuer in Maricopa County, Arizona upon which the issuer may endorse its payments.

1.6 The issuer specifies a telefax number, email address, and street address at which City may present drafts on the Letter of Credit.

1.7 The Letter of Credit is valid until a specified date.

1.8 The Letter of Credit will be automatically renewed for successive one (1) year periods, unless at least 30 days prior to expiration the issuer notifies City in writing, by either registered or certified mail, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available by draft on or before the then current expiration date.

1.9 The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits, published by the International Chamber of Commerce including, but not limited to, International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590; ISP98 Model Government Standby (U.S.) Form 11.1 and annexes (2017)).

1.10 The Letter of Credit need not be transferable.

2. Approved Forms. The form of the Letter of Credit and of drafts upon the Letter of Credit shall be as follows:

2.1 Except as approved in writing by City's Development Services Department, the form of the Letter of Credit shall be in the form set out below.

2.2 Except as approved in writing by City's Development Services Department, the form of drafts upon the Letter of Credit shall be in the form set out below.

3. Issuer Requirements. The issuer of the Letter of Credit shall meet all of the following requirements:

3.1 The issuer shall be a federally insured financial institution with offices in Maricopa County, Arizona, at which drafts upon the Letter of Credit may be presented.

3.2 The issuer shall be a member of the New York Clearing House Association or a commercial bank or trust Company satisfactory to City.

3.3 The issuer shall have a net worth of not less than $1 billion.

Docusign Envelope ID: 6BA6C242-65FF-4863-A658-476EFB681A2A

FORM OF LETTER OF CREDIT
(ISP98 Model Government Standby (U.S.) Form 11.1)

Date _____, 20__

Letter of Credit No.:_____

Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Dear Sir or Madam:

Issuance. At the request and for the account of [*name and address of applicant*] ("Applicant"), we [*name and address of issuer at place of issuance*] ("Issuer") issue the irrevocable independent standby letter of credit number [*reference number*] ("Standby") in favor of [*name and address of beneficiary*] ("Beneficiary") in the maximum aggregate amount of USD [*amount*].

Undertaking. Issuer undertakes to Beneficiary to pay Beneficiary's demand for payment for an amount available under the Standby and in the form of Annex A (Payment Demand) [or *Annex B (Payment Demand after Notice of Non-Extension)*] completed as indicated and presented to Issuer at the following place for presentation: in Maricopa County, Arizona at or before the close of business on the expiration date.

Overdrawing. If a demand exceeds the amount available, but the presentation otherwise complies, Issuer undertakes to pay the amount available.

Expiration. The expiration date of this Standby is valid until _____ 20__.

Automatic Extension. The expiration date of this Standby shall be automatically extended for successive one-year periods, unless [30] or more calendar days before the then current expiration date Issuer gives written notice to Beneficiary that Issuer elects not to extend the expiration date. Issuer's written notice must be sent by *registered, certified, or priority express mail or nationally recognized overnight courier* to Beneficiary's above-stated address [*and to the attention of [office, officer, or other attention party] or, alternatively, be received by Beneficiary's attention party*] [30] or more calendar days before the then current expiration date.

Payment. Payment against a complying presentation shall be made within three business days after presentation at the place for presentation or by wire transfer to a duly requested account of Beneficiary.

ISP98. This Standby is issued subject to the International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590). This Letter of Credit is not assignable.

Issuer's Charges and Fees. Issuer's charges and fees for issuing, amending, or honoring this Standby are for Applicant's account and shall not be deducted from any payment Issuer makes under this Standby. [*Issuer undertakes to Beneficiary to pay the charges and fees of any bank nominated in this Standby to advise [and confirm] this Standby for acting on such nomination.*]

[*Communications. Communications other than demands may be made to Issuer in the manner and at the place for presentation and also as follows:* ***[address for mailed, couriered, telephone, telefax, or electronic communications].*** *Communications other than for notices of non-extension may be made to Beneficiary at Beneficiary's above-stated address and also as follows:* ***addresses for mailed, couriered, telephone, telefax, or electronic communications]****.]*

[*Issuer's name*]
[*signature*]

_____
Authorized Signature

_____ [bank name] _____, a _____
By _____ [bank officer's signature] _____
_____ [bank officer's name printed] _____
Its _____ [bank officer's title] _____
Phone: ___ [bank officer's phone number] _____

Docusign Envelope ID: 6BA6C242-65FF-4863-A658-476EFB681A2A

ANNEX A: PAYMENT DEMAND
(ISP98 Model Government Standby (U.S.) Form 11.1

To: [*Issuer name and address*]

From: Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Date: _____, 20_____

Re: Standby Letter of Credit No. [*reference number*], dated [*date*], issued by [*issuers name*] ("Standby").

Ladies and Gentlemen:

The undersigned beneficiary demands payment of USD [*insert amount*] under the Standby. Beneficiary states that Applicant is obligated to pay to Beneficiary the amount demanded as provided in [*the contract, regulation, or other document that identifies the underlying obligations to the government beneficiary*]. Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: [*Insert name, address, and routing number of beneficiary's bank, and name and number of beneficiary's account*].

[*Beneficiary's name and address*]
By its authorized officer:
[*Insert original signature*]
[*Insert typed/printed name and title*]

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the Development Services Director of the City of Chandler.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at (480) 782-3410 so that I can correct it. Also, please immediately notify the City Attorney at (480) 782-4656.

Thank you.

_____
City of Chandler, Development Services Director

Docusign Envelope ID: 6BA6C242-65FF-4863-A658-476EFB681A2A

EXHIBIT "E"
ASSUMPTION OF WIRELESS USE AGREEMENT

Regarding _____

This assumption is made pursuant to paragraph 12.1.5 of that certain Wireless Use Agreement (the "Agreement") between City of Chandler, an Arizona municipal corporation ("CITY") and _____, a _____ ("Company") dated _____, 20____.

_____, a _____ ("Assignee"), having acquired the rights of the Company under the Agreement, hereby assumes the Agreement, agrees to be bound thereby, and obligates itself to perform the terms and conditions of the Agreement, all in favor of CITY. The person signing this document on behalf of Assignee warrants to CITY his authority to do so.

Dated: _____, 20_____

ASSIGNEE: _____,
a _____

By:
Its:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, _____ of _____, a _____.

Notary Public
My Commission Expires:

_____
Date

Docusign Envelope ID: 6BA6C242-65FF-4863-A658-476EFB681A2A

EXHIBIT "F"
EXTENSION OF WIRELESS USE AGREEMENT

Regarding: _____

This extension is made pursuant to paragraph 5.1 of that certain Wireless Use Agreement (the "Agreement") between City of Chandler, an Arizona municipal corporation ("CITY") and _____, a _____ ("Company") dated _____, 20____.

COMPANY: _____,
a _____

By: _____
Its: _____

CITY OF CHANDLER
a *municipal corporation*

By: _____
Its: Development Services Director or Designee

APRROVE AS TO FORM:

_____
City Attorney

Docusign Envelope ID: EF482A2F-0216-4CBE-8B92-7B75E8277880

CHANDLER arizona

Development Services
Telecommunications & Utility Franchise

Department Approval Form for Wireless communication Facility on public Property

Wireless Company: T-Mobile West LLC
Site Designation: Pima Park (PH60515A)
Location of Site: Pima Park Complex

Attach facility location map to this form.

I. *Department Where Site is to be Located*

☒ I hereby agree that to the best of our department's knowledge with the information provided by the company, that the wireless infrastructure proposed by the above company at the noted location, is acceptable to be located at our department's facility or location.

☐ I deny our department's approval for location at this site. Reason:

_____
_____
_____
_____
_____

John Sefton, Jr. Community Services Director — March 6, 2025
Department Authorized Representative Signature and Title — *Date*

II. *Development Services Department*

☒ I hereby agree that to the best of our department's knowledge with the information provided, the wireless infrastructure proposed by the above company at the noted location meets the City Code zoning requirements for wireless facilities. I have also informed the company of the procedures to obtain zoning permit approval.

☐ I deny our department's approval for location at this site. Reason:

_____
_____
_____
_____
_____

David De La Torre Planning Manager — March 7, 2025
Planning/Zoning Authorized Representative Signature and Title — *Date*

Erich Kuntze Real Estate Administrator — March 7, 2025
Real Estate Authorized Representative Signature and Title — *Date*

Docusign Envelope ID: EF482A2F-0216-4CBE-8B92-7B75E8277880

III. *Public Safety Departments*

Information provided by the company indicates that all wireless communications equipment it will operate within the city is in compliance with the FCC's radio frequency emission regulations and will not interfere with the city's emergency communication system. If an interference or frequency study was deemed to be necessary in the city's opinion, then it has been performed. If at some time it is determined that there is interference resulting from any such equipment, then the company knows its use agreement will require it to remedy such interference, and that such interference could be deemed a material breach by the party causing the interference.

Police Department:

☒ I hereby agree that to the best of our department's knowledge with the information provided, the wireless infrastructure proposed by the above company at the noted location will not pose an interference issue for the department's emergency communication system.

☐ I deny our department's approval for location at this site. Reason:

_____

_____

_____

_____

_____

_____ Senior Technology Manager _____ March 7, 2025

Police Department Authorized Representative Signature and Title *Date*

Fire Department:

☒ I hereby agree that to the best of our department's knowledge with the information provided, the wireless infrastructure proposed by the above company at the noted location will not pose an interference issue for the department's emergency communication system.

☐ I deny our department's approval for location at this site. Reason:

_____

_____

_____

_____

_____

_____ Assistant Fire Chief _____ March 7, 2025

Fire Department Authorized Representative Signature and Title *Date*

Last updated: January 2025

Docusign Envelope ID: EF482A2F-0216-4CBE-8B92-7B75E8277880

Instructions:

Section I. *Department Where Site is to be Located*

Requires signature of department director or designee of the department that manages the facility, public land or right-of-way where the wireless facility and infrastructure is to be located. For example, if the facility is desired to be located in the following areas, the corresponding signature is required:

City Property	Department Contact
Community Services/Parks	John Sefton, Community Services Director 480-782-2707, john.sefton@chandleraz.gov 175 S. Arizona Ave., 4th Floor
Fire Station	Keith Hargis, Assistant Fire Chief 480-782-2161, keith.hargis@chandleraz.gov 151 E. Boston St.
Water/Wastewater Treatment Facility	John Knudson, Public Works Director 480-782-3590, john.knudson@chandleraz.gov 1475 E Pecos Rd.
Public Right-of-Way	Dennis Aust, Telecommunications & Utility Franchise Manager 480-782-3315, dennis.aust@chandleraz.gov 215 E. Buffalo St.
Police Department	Donny Witt, Police Technology Senior Manager 480-782-4172, donny.witt@chandleraz.gov 250 E Chicago St.

The company and the city department should agree that the facilities could locate on the property under discussion without disrupting city operations. This may require an on-site tour to determine if there is an acceptable location. Some general discussions of aesthetics/screening should also take place, as well as if there are any benefits the department might receive such as co-location opportunities. Once a site license has been signed by the company, only then will city staff proceed to get signatures for Section II. Fees for use for the site are determined through the Use Agreement process.

Section II. *Development Services*

Company should be familiar with Chandler City Code Chapter 35, XXII, Section 35-2209 regarding requirements for Wireless Communications Facilities and show that their plans are in accordance with City Code.

Planning/Zoning Contact: Development Services Department, 215 E. Buffalo St., David De La Torre, Planning Manager, Planning Division, (480) 782-3059, david.delatorre@chandleraz.gov

Real Estate Contact: Erich Kuntze, Real Estate Administrator, (480) 782-3397, erich.kuntze@chandleraz.gov

Section III. *Police/Fire Departments*

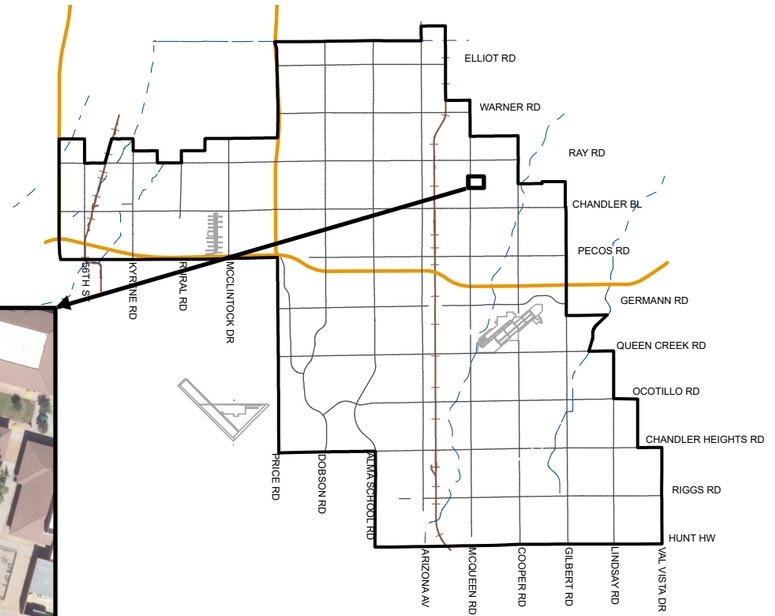
Company's technical staff should confer with the city's public safety communication staff to assure that all wireless communications equipment it will operate within the city is in compliance with the FCC's radio frequency emission regulations and that the frequencies used will not interfere with the city's emergency communication systems for either the Police or Fire Departments. There is more detailed language regarding interference issues in the License Agreement.

Contact (both Fire & Police Clearance is Required):

Fire Department
Fire Department Assistant Chief
Keith Hargis, keith.hargis@chandleraz.gov
151 E. Boston St., 480-782-2161

Police Department, Communications Division
Police Technology Senior Manager
Donny Witt, donny.witt@chandleraz.gov
250 E. Boston St., 480-782-4172

PIMA PARK BALLFIELD
LIGHT POLE MACRO CELL SITE



MEMO NO. DS25-012

PROJECT LOCATION

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Development Services\2025\DS25-012 Pima Park Ballfield Light Pole Macro Cell Site\DS25-012 Pima Park Ballfield Light Pole Macro Cell Site.aprx 3/7/2025 CameronK

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. DS25-013

Date: March 24, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
Dana Alvidrez, City Traffic Engineer/Acting Development Engineering Manager
Molly Mahai, IT Chief Infrastructure Officer
From: Dennis Aust, Telecommunications and Utility Franchise Manager
Subject: Purchase of Cisco Network Hardware

Proposed Motion:

Move City Council approve the purchase of fiber network hardware, from Sentinel Technologies, utilizing the 1GPA Contract No. 22-02PV-18, for fiber optic facilities at Desert Breeze Substation and Brooks Crossing Park, in an amount not to exceed $280,658.26.

Background/Discussion:

On November 20, 2024, City Council approved the construction of the Desert Breeze fiber optic facility. Another similar fiber optic facility, located at Brooks Crossing Park, is anticipated to be brought to Council for consideration in spring 2025. These projects will require the design and installation of new core switches, proper optics, equipment racks, and network configuration. The city's 2020 Fiber Master Plan recommended new hub switches to improve Chandler's network resiliency and reliability. Completion of the fiber huts will initiate the conversion to redundant fiber connectivity throughout the city and will minimize impact in case of a failure.

This purchase from Sentinel Technologies includes the network and ancillary equipment, installation, support, and licensing necessary to connect the two fiber huts to the Information Technology (IT) building data center and the City Hall data center. The new core switch implementations will serve as the foundation of a self-healing mesh design of fiber-networked data centers.

Evaluation:

Paradise Valley School District, on behalf of 1GPA, competitively solicited and awarded a contract for technology and audio/visual solutions to Sentinel Technologies, Inc. Staff recommends the cooperative use of this contract, as the pricing was determined to be reasonable.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.1560.5219.6DS099	General Gov	City Wide Fiber Upgrades	$280,658.26	Y

CHANDLER arizona
Community of Innovation

City Council Memorandum Facilities and Fleet Memo No. N/A

Date: March 24, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Mike Hollingsworth, Facility & Fleet Services Senior Manager
Subject: Agreement No. BF3-936-4600, Amendment No. 1, for Fire Protection Services

Proposed Motion:

Move City Council approve Agreement No. BF3-936-4600, Amendment No. 1, with CFP Backflow Services, Inc., for fire protection services, in a total amount not to exceed $928,600, for the period of one year, beginning February 8, 2025, through February 7, 2026.

Background/Discussion:

This agreement covers the citywide maintenance of all wet and dry-type sprinkler systems, fire alarm systems, Underwriters Laboratories (UL) approved fire alarm monitoring, halon systems, kitchen hood systems, fire curtains/doors, and fire extinguisher annual inspection and testing. Included is an hourly rate and a price for service calls and replacement parts not included in routine maintenance. This agreement also covers the replacement of fire alarm systems and components identified as capital replacements in the 2020 Facilities Condition Assessment, to include City Hall and related buildings, Fire Administration, and the Aquatics, Parks, and Facilities building.

Evaluation:

On February 8, 2024, City Council approved an agreement with CFP Backflow Services, Inc., for fire protection services, for a one-year period, with the option of up to four (4) one-year extensions. The Contractor has agreed to extend for one additional year at the same terms, conditions, and pricing.

Staff recommends extension of this Agreement for the term February 8, 2025,

through February 7, 2026.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3960.5410	Wastewater Operating	N/A	$60,000	N
635.4100.5410	Airport Operating Enterprise Fund	N/A	$12,600	N
615.3970.5219	Wastewater Operating Fund	N/A	$95,000	N
615.3900.5219	Wastewater Operating Fund	N/A	$40,000	N
101.4520.5410	General Fund	N/A	$25,000	N
101.3200.5410	General Fund	N/A	$196,000	N
441.3210.6210.0.6BF628	Public Facility Bond Fund	Existing City Building Reno/Repairs	$450,000	Y
605.3860.5410	Water Operating Fund	N/A	$50,000	N

Attachments

4600 Fire Protection Services Amendment 1

Docusign Envelope ID: B538A2A2-66E5-4299-B93B-903915D2555D

City Clerk Document No. _____

City Council Meeting Date: March 24, 2025

AMENDMENT TO CITY OF CHANDLER AGREEMENT
FIRE PROTECTION SERVICES
CITY OF CHANDLER AGREEMENT NO. BF3-936-4600

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and CFP Backflow Services Inc., a California corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 20___ (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement to provide fire protection services (Agreement); and

WHEREAS, the term of the Agreement was February 8, 2024 through February 7, 2025, with the option of up to four additional one-year extensions; and

WHEREAS, the Parties wish to exercise the first option through this Amendment to extend the Agreement for one (1) year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section III is amended to read as follows: The Agreement is extended for a one-year period February 8, 2025 through February 7, 2026.

3. Section IV is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Exhibit B of the original Agreement, which is incorporated into and made a part of this Amendment No. 1 by this reference. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed $928,600.

Docusign Envelope ID: B538A2A2-66E5-4299-B93B-903915D2555D

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Jason Blinkhorn

Its: President

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Certificate Of Completion

Envelope Id: B538A2A2-66E5-4299-B93B-903915D2555D
Status: Sent
Subject: Complete with Docusign: 4600 Fire Protection Services Amendment 1 edited.pdf, 4600 Fire Protect...
EDMS Application: CC-AGRMTS
Source Envelope:
Document Pages: 2
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Arizona

Envelope Originator:
Saranna Davidson
PO Box 4008
Chandler, 85244
Saranna.Davidson@chandleraz.gov
IP Address: 198.241.2.1

Record Tracking

Status: Original
3/4/2025 | 01:54 PM
Holder: Saranna Davidson
Saranna.Davidson@chandleraz.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Chandler
Location: Docusign

Signer Events	Signature	Timestamp
Jason Blinkhorn jason@azcfp.com President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/4/2025 | 03:12 PM ID: 48f202bb-6137-4e16-82a1-331a1669c0d2	Jason Blinkhorn Signature Adoption: Pre-selected Style Using IP Address: 12.49.44.35	Sent: 3/4/2025 | 02:59 PM Viewed: 3/4/2025 | 03:12 PM Signed: 3/4/2025 | 03:12 PM
Records Division Signing Group: Records Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Daniel Brown Daniel.Brown@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/1/2021 | 08:17 AM ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a		
Kevin Hartke kevin.hartke@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/28/2021 | 11:17 AM ID: 2531f230-027c-41f7-9166-1189df6a8c8f		
Dana DeLong Dana.DeLong@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**		

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 | 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Records Division		Sent: 3/4/2025 | 03:12 PM

Records Management Administrator

City of Chandler

Signing Group: Records Division

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/30/2022 | 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/4/2025 | 02:59 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Chandler (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Chandler

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@chandleraz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Chandler

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.

CHANDLER arizona
Community of Innovation

City Council Memorandum Facilities and Fleet Memo No. N/A

Date:	March 24, 2025
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO
From:	Mike Hollingsworth, Facility & Fleet Services Senior Manager
Subject:	Agreement No. FD5-060-4882, OEM Auto Parts and Service

Proposed Motion:

Move City Council approve Agreement No. FD5-060-4882, with Earnhardt Chrysler Dodge Jeep Ram, Earnhardt Chandler Cadillac, Earnhardt Chevrolet, Earnhardt Ford, Earnhardt Queen Creek Chrysler Dodge Jeep Ram, and San Tan Ford, for OEM auto parts and service, for a period of one year, April 1, 2025, through March 31, 2026, in a combined total amount not to exceed $350,000.

Background/Discussion:

The City's Fleet Services Division has an ongoing requirement to repair all City of Chandler vehicles and service equipment. The requested contracts will provide original equipment manufacturer (OEM) parts and service for that purpose. The primary use of the contracts will be to purchase repair parts. The service component of the contracts may be used on a very limited basis depending upon the repair.

Evaluation:

On January 17, 2025, city staff issued Request for Proposal FD5-060-4882 for OEM auto parts and service. Notification was sent to all registered vendors. Eight proposals were received from the following offerors:

Earnhardt Chandler Cadillac
Earnhardt Chevrolet
Earnhardt Chrysler Dodge Jeep Ram

Earnhardt Ford
Earnhardt Queen Creek Chrysler Dodge Jeep Ram
GJH Motors
Houseright and Sons
San Tan Ford

The Evaluation Committee evaluated the proposals and recommends award to Earnhardt Chrysler Dodge Jeep Ram, Earnhardt Chandler Cadillac, Earnhardt Chevrolet, Earnhardt Ford, Earnhardt Queen Creek Chrysler Dodge Jeep Ram, and San Tan Ford, which submitted the most advantageous offers to the City in accordance with the evaluation criteria. The term of this agreement is April 1, 2025, through March 31, 2026, with the option of up to four additional one-year extensions.

Financial Implications:

Funding for the purchase of OEM auto parts and service will use the Fleet Inventory account (101.0000.1518) and be charged to the applicable department vehicle maintenance accounts at the time they are issued by Fleet Services.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.0000.1518.0.0	General Fund	N/A	$350,000	N

Attachments

4882 Agreement - Earnhardt CDJR
4882 Agreement - Earnhardt Chandler Cadillac
4882 Agreement - Earnhardt Chevrolet
4882 Agreement - Earnhardt Ford
4882 Agreement - Earnhardt QC CDJR
4882 Agreement - San Tan Ford

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City Clerk Document No. _____

City Council Meeting Date:_____

CITY OF CHANDLER SERVICES AGREEMENT
OEM AUTO PARTS AND SERVICE
CITY OF CHANDLER AGREEMENT NO. FD5-060-4882

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Earnhardt's Gilbert Dodge, dba Earnhardt Chrysler Dodge Jeep Ram, an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2025 (Effective Date).

RECITALS

A. City proposes to purchase OEM auto parts and service as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the

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terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

The term of the Agreement is one-year (s), and begins on April 1, 2025, and ends on March 31, 2026, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one-year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $350,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

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SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the

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Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor’s property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (lndemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (lndemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify lndemnitee from and against any and all Claims, except those arising solely from lndemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against lndemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any

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warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: Juan Martinez	Name: David Ranft
Title: Warehouse & Supply Program Manager	Title: Corporate Outside Sales Rep Supervisor
Address: 975 E. Armstrong Way, Bldg. I	Address: 1521 E. Drivers Way
Chandler, AZ 85286	Gilbert, AZ 85297
Phone: 480-782-2416	Phone: 480-416-0905
Email: juan.martinez@chandleraz.gov	Email: david.ranft@earnhardt.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

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5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees

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and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor

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represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data

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saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.30 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.31 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.33 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

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5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.36 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.37 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.39 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.40 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their

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employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.42 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.43 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.44 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.47 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY	FOR THE CONTRACTOR
By: _____	By: Angela Trego
Its: _____	Its: Corporate Contracts Mgr.

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF SERVICES

Contractor shall be an authorized dealer for OEM (Original Equipment Manufacturer) auto parts and service. Contractor shall provide parts, service, and warranty service for Dodge.

Labor: Contractor shall bill labor based on actual time at the rate listed in the Price Proposal Page.

Contractor shall be responsible for pick-up and delivery of vehicles.

Parts: Parts shall be based on Dealer cost plus the mark up specified on Exhibit B. Parts shall be delivered within 2 hours of request for stocked parts and 3-7 days for special order parts. No additional fees shall be allowed for shop supplies.

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EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

PRICE PROPOSAL PAGE

PART NUMBER	**DESCRIPTION**	**MFG.**	**Cost Schedule and Date**	**Dealer Cost**	**Mark Up %**	**Net Cost**
68334862AB	Brake Pads	Dodge	2/1/25	$108.00	10%	$118.80
52010080AI	Brake Rotor	Dodge	2/1/25	$153.00	10%	$168.30
68346912AA	Water Pump	Dodge	2/1/25	$145.00	10%	$159.60
Total Parts Cost						$446.60
Labor Rate Per hr.						$180.00
Total Parts and Labor						$626.60

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EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or

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broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial

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General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

NONE

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City Clerk Document No. _____

City Council Meeting Date:_____

CITY OF CHANDLER SERVICES AGREEMENT
OEM AUTO PARTS AND SERVICE
CITY OF CHANDLER AGREEMENT NO. FD5-060-4882

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Earnhardt Chandler Cadillac, an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2025 (Effective Date).

RECITALS

A. City proposes to purchase OEM auto parts and service as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides

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similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

The term of the Agreement is one-year (s), and begins on April 1, 2025, and ends on March 31, 2026, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one-year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $350,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

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SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions,

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estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor’s property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (lndemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (lndemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify lndemnitee from and against any and all Claims, except those arising solely from lndemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against lndemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum

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requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: Juan Martinez	Name: David Ranft
Title: Warehouse & Supply Program Manager	Title: Corporate Outside Sales Rep Supervisor
Address: 975 E. Armstrong Way, Bldg. I	Address: 1450 S. Gilbert Rd.
Chandler, AZ 85286	Chandler, AZ 85286
Phone: 480-782-2416	Phone: 480-416-0905
Email: juan.martinez@chandleraz.gov	Email: david.ranft@earnhardt.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

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5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a

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material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the

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services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When

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personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.30 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.31 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.33 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

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5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.36 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.37 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.39 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.40 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will

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comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.42 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.43 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.44 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.47 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY	FOR THE CONTRACTOR
By: _____	By: Angela Trego
Its: _____	Its: Corporate Contracts Mgr.

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF SERVICES

Contractor shall be an authorized dealer for OEM (Original Equipment Manufacturer) auto parts and service. Contractor shall provide parts, service, and warranty service for General Motors and Dodge.

Labor: Contractor shall bill labor based on actual time at the rate listed in the Price Proposal Page.

Contractor shall be responsible for pick-up and delivery of vehicles. Service will be performed at: Earnhardt Chandler Cadillac Service Department.

Parts: Parts shall be based on Dealer cost plus the mark up specified on Exhibit B. Parts shall be delivered within 2 hours of request for stocked parts and 3-7 days for special order parts. No additional fees shall be allowed for shop supplies.

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EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

PRICE PROPOSAL PAGE

PART NUMBER	**DESCRIPTION**	**MFG.**	**Cost Schedule and Date**	**Dealer Cost**	**Mark Up %**	**Net Cost**
8783922	BRAKE Rotor	GM	2/1/25	$219.90	10%	$241.89
84987498	Brake Pads	GM	2/1/25	$237.99	10%	$261.79
85112860	Front Strut	GM	2/1/25	$125.02	10%	$125.02
Total Parts Cost						$628.07
Labor Rate Per hr.						$140.00
Total Parts and Labor						$768.70
PART NUMBER	**DESCRIPTION**	**MFG.**	**Cost Schedule and Date**	**Dealer Cost**	**Mark Up %**	**Net Cost**
68334862AB	Brake Pads	DODGE	2/1/25	$108.00	10%	$118.80
52010080AI	Brake Rotor	DODGE	2/1/25	$153.00	10%	$168.30
68346912AA	Water Pump	DODGE	2/1/25	$145.00	10%	$159.50
Total Parts Cost						$446.60
Labor Rate Per hr.						$140.00
Total Parts and Labor						$586.60

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EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or

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broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial

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General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

NONE

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City Clerk Document No. _____

City Council Meeting Date:_____

CITY OF CHANDLER SERVICES AGREEMENT
OEM AUTO PARTS AND SERVICE
CITY OF CHANDLER AGREEMENT NO. FD5-060-4882

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Tex Chevrolet, dba Earnhardt Chevrolet, an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2025 (Effective Date).

RECITALS

A. City proposes to purchase OEM auto parts and service as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the

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terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

The term of the Agreement is one-year (s), and begins on April 1, 2025, and ends on March 31, 2026, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one-year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $350,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

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SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the

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Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor’s property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (lndemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (lndemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify lndemnitee from and against any and all Claims, except those arising solely from lndemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against lndemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any

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warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: Juan Martinez	Name: David Ranft
Title: Warehouse & Supply Program Manager	Title: Corporate Outside Sales Rep Supervisor
Address: 975 E. Armstrong Way, Bldg. I	Address: 24645 S. Ellsworth Rd.
Chandler, AZ 85286	Queen Creek, AZ 85142
Phone: 480-782-2416	Phone: 480-416-0905
Email: juan.martinez@chandleraz.gov	Email: david.ranft@earnhardt.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

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5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees

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and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor

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represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data

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saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.30 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.31 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.33 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

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5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.36 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.37 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.39 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.40 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their

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employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.42 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.43 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.44 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.47 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By: Angela Trage
Its: _____	Its: Corporate Contracts Mgr.

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF SERVICES

Contractor shall be an authorized dealer for OEM (Original Equipment Manufacturer) auto parts and service. Contractor shall provide parts, service, and warranty service for General Motors.

Labor: Contractor shall bill labor based on actual time at the rate listed in the Price Proposal Page.

Contractor shall be responsible for pick-up and delivery of vehicles.

Parts: Parts shall be based on Dealer cost plus the mark up specified on Exhibit B. Parts shall be delivered within 2 hours of request for stocked parts and 3-7 days for special order parts. No additional fees shall be allowed for shop supplies.

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EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

PRICE PROPOSAL PAGE

PART NUMBER	DESCRIPTION	MFG.	Cost Schedule and Date	Dealer Cost	Mark Up %	Net Cost
8783922	Brake Rotor	GM	2/1/25	$219.90	10%	$241.89
84987498	Brake Pads	GM	2/1/25	$237.99	10%	$261.79
85112860	Front Strut	GM	2/1/25	$125.02	10%	$137.52
Total Parts Cost						$641.20
Labor Rate Per hr.						$140.00
Total Parts and Labor						$768.70

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EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or

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broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial

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General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

NONE

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City Clerk Document No. _____

City Council Meeting Date:_____

CITY OF CHANDLER SERVICES AGREEMENT
OEM AUTO PARTS AND SERVICE
CITY OF CHANDLER AGREEMENT NO. FD5-060-4882

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Earnhardt Ford Sales Company, an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2025 (Effective Date).

RECITALS

A. City proposes to purchase OEM auto parts and service as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides

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similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

The term of the Agreement is one-year (s), and begins on April 1, 2025, and ends on March 31, 2026, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one-year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $350,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

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SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions,

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estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor’s property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (lndemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (lndemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify lndemnitee from and against any and all Claims, except those arising solely from lndemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against lndemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum

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requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: Juan Martinez	Name: David Ranft
Title: Warehouse & Supply Program Manager	Title: Corporate Outside Sales Rep Supervisor
Address: 975 E. Armstrong Way, Bldg. I	Address: 7300 W. Orchid Lane
Chandler, AZ 85286	Chandler, AZ 85226
Phone: 480-782-2416	Phone: 480-416-0905
Email: juan.martinez@chandleraz.gov	Email: david.ranft@earnhardt.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

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5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a

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material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the

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services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When

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personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.30 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.31 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.33 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

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5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.36 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.37 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.39 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.40 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will

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comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.42 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.43 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.44 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.47 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY	FOR THE CONTRACTOR
By: _____	By: Angela Trage
Its: _____	Its: Corporate Contracts Mgr.

APPROVED AS TO FORM:

By: _____
City Attorney JWB

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF SERVICES

Contractor shall be an authorized dealer for OEM (Original Equipment Manufacturer) auto parts and service. Contractor shall provide parts, service, and warranty service for Ford.

Labor: Contractor shall bill labor based on actual time at the rate listed in the Price Proposal Page.

Contractor shall be responsible for pick-up and delivery of vehicles.

Parts: Parts shall be based on Dealer cost plus the mark up specified on Exhibit B. Parts shall be delivered within 2 hours of request for stocked parts and 3-7 days for special order parts. No additional fees shall be allowed for shop supplies.

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EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

PRICE PROPOSAL PAGE

PART NUMBER	DESCRIPTION	MFG.	Cost Schedule and Date	Dealer Cost	Mark Up %	Net Cost
ML3Z3079C	Control Arm	Ford	2/1/25	$188.00	8%	$203.40
ML3Z2001C	Brake Pads	Ford	2/1/25	$151.00	8%	$163.08
ML1Z1125D	Brake Rotor	Ford	2/1/25	$90.50	8%	$97.74
Total Parts Cost						$464.22
Labor Rate Per hr.						$140.00
Total Parts and Labor						$604.22

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EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or

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broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial

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General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

NONE

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City Clerk Document No. _____

City Council Meeting Date:_____

CITY OF CHANDLER SERVICES AGREEMENT
OEM AUTO PARTS AND SERVICE
CITY OF CHANDLER AGREEMENT NO. FD5-060-4882

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Rodeo QCC Inc., dba Earnhardt Queen Creek Chrysler Dodge Jeep Ram an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ _____, 2025 (Effective Date).

RECITALS

A. City proposes to purchase OEM auto parts and service as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the

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terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

The term of the Agreement is one-year (s), and begins on April 1, 2025, and ends on March 31, 2026, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one-year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $350,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

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SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the

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Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor’s property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (lndemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (lndemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify lndemnitee from and against any and all Claims, except those arising solely from lndemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against lndemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any

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warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: Juan Martinez	Name: David Ranft
Title: Warehouse & Supply Program Manager	Title: Corporate Outside Sales Rep Supervisor
Address: 975 E. Armstrong Way, Bldg. I	Address: 35747 N. Ellsworth Rd.
Chandler, AZ 85286	Queen Creek, AZ 85144
Phone: 480-782-2416	Phone: 480-416-0905
Email: juan.martinez@chandleraz.gov	Email: david.ranft@earnhardt.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

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5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees

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and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor

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represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data

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saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.30 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.31 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.33 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

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5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.36 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.37 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.39 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.40 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their

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employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.42 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.43 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.44 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.47 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By: Angela Trage
Its: _____	Its: Corporate Contracts Mgr.

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF SERVICES

Contractor shall be an authorized dealer for OEM (Original Equipment Manufacturer) auto parts and service. Contractor shall provide parts, service, and warranty service for Ford.

Labor: Contractor shall bill labor based on actual time at the rate listed in the Price Proposal Page.

Contractor shall be responsible for pick-up and delivery of vehicles.

Parts: Parts shall be based on Dealer cost plus the mark up specified on Exhibit B. Parts shall be delivered within 2 hours of request for stocked parts and 3-7 days for special order parts. No additional fees shall be allowed for shop supplies.

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EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

PRICE PROPOSAL PAGE

PART NUMBER	**DESCRIPTION**	**MFG.**	**Cost Schedule and Date**	**Dealer Cost**	**Mark Up %**	**Net Cost**
68334862AB	Brake Pads	Dodge	2/1/25	$108.00	10%	$118.80
52010080AI	Brake Rotor	Dodge	2/1/25	$153.00	10%	$168.30
68346912AA	Water Pump	Dodge	2/1/25	$145.00	10%	$159.50
Total Parts Cost						$446.60
Labor Rate Per hr.						$140.00
Total Parts and Labor						$586.60

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EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or

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broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial

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General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

NONE

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City Clerk Document No. _____

City Council Meeting Date:_____

CITY OF CHANDLER SERVICES AGREEMENT
OEM AUTO PARTS AND SERVICE
CITY OF CHANDLER AGREEMENT NO. FD5-060-4882

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and San Tan Auto Partners, dba San Tan Ford, an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2025 (Effective Date).

RECITALS

A. City proposes to purchase OEM auto parts and service as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the

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terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

The term of the Agreement is one-year (s), and begins on April 1, 2025, and ends on March 31, 2026, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one-year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $350,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

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SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the

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Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor’s property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (lndemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (lndemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify lndemnitee from and against any and all Claims, except those arising solely from lndemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against lndemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any

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warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: Juan Martinez	Name: Bruce Zieder
Title: Warehouse & Supply Program Manager	Title: Account Manager
Address: 975 E. Armstrong Way, Bldg. I	Address: 1429 E. Motorplex Loop
Chandler, AZ 85286	Gilbert, AZ 85297
Phone: 480-782-2416	Phone: 602-702-7002
Email: juan.martinez@chandleraz.gov	Email: bzieder@santanford.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

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5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees

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and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor

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represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data

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saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.30 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.31 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.33 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

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5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.36 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.37 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.39 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.40 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their

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employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.42 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.43 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.44 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.47 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By: _____
Its: _____	Its: Account manager fixed operations

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF SERVICES

Contractor shall be an authorized dealer for OEM (Original Equipment Manufacturer) auto parts and service. Contractor shall provide parts, service, and warranty service for Ford.

Labor: Contractor shall bill labor based on actual time at the rate listed in the Price Proposal Page.

Contractor shall be responsible for pick-up and delivery of vehicles.

Parts: Parts shall be based on Dealer cost plus the mark up specified on Exhibit B. Parts shall be delivered within 2 hours of request for stocked parts and 1 day for special order parts. No additional fees shall be allowed for shop supplies.

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EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

PRICE PROPOSAL PAGE

PART NUMBER	**DESCRIPTION**	**MFG.**	**Cost Schedule and Date**	**Dealer Cost**	**Mark Up %**	**Net Cost**
ML3Z3079C	Control Arm	Ford	1/1/25	$188.00	10%	$206.80
ML3Z2001C	Brake Pads	Ford	1/1/25	$151.00	10%	$166.10
ML1Z1125D	Brake Rotor	Ford	1/1/25	$90.50	10%	$99.55
Total Parts Cost						$472.45
Labor Rate Per hr.						$125.00
Total Parts and Labor						$597.45

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EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or

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broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial

Docusign Envelope ID: 6F9001A0-7746-4844-94FF-C4FE05A8A35D

General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

Docusign Envelope ID: 6F9001A0-7746-4844-94FF-C4FE05A8A35D

EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

NONE

CHANDLER arizona
Community of Innovation

City Council Memorandum Fire Memo No. N/A

Date: March 24, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Thomas Dwiggins, Fire Chief
From: Keith Hargis, Assistant Fire Chief
Subject: Agreement No. FD3-200-4486, Amendment No. 3, with 03530 Uniforms, LLC, dba Ace Uniforms of Phoenix, for Fire Uniforms

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Proposed Motion:

Move City Council approve Agreement No. FD3-200-4486, Amendment No. 3, with 03530 Uniforms, LLC, dba Ace Uniforms of Phoenix, for fire uniforms, increasing the spending limit in the amount of $125,000.

Background/Discussion:

The Chandler Fire Department (CFD) contracts with a vendor to provide Department-approved uniforms. Staff use an annual uniform allowance to purchase their individual uniforms. As uniforms are purchased throughout the year, amounts are deducted from each employee's account. The account balances are tracked by the vendor and billing invoices are sent to Fire Administration monthly. This practice helps ensure Department staff present the best appearance to the public and are provided with uniform items that meet national standards for safety.

Evaluation:

On October 27, 2022, City Council approved an agreement with 030530 Uniforms, LLC, dba Ace Uniforms of Phoenix, for fire uniforms, for a one-year period, with the option of up to four additional one-year extensions. The contract was renewed through May 14, 2025, and the current term of this agreement is still in effect.

Staff is requesting an increase to the spending limit that was previously approved

by City Council. However, the overall annual spending amount under this contract will remain the same as in previous fiscal years, as the previous amendment only included a six-month term while staff addressed performance issues with the vendor. Those performance issues have now been resolved and staff recommends approving this additional amendment to expend the remaining budgeted funds for the current fiscal year.

All other terms of the original agreement remain the same.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2210.5313	General Fund	N/A	$125,000	N

Attachments

4486 - Amendment 3 - Fire Uniforms

Docusign Envelope ID: 0F4F6FC9-1618-4159-BF2E-05D884DD6770

City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
FIRE UNIFORMS
CITY OF CHANDLER AGREEMENT NO. FD3-200-4486

THIS AMENDMENT NO. 3 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and 030530 Uniforms LLC, dba Ace Uniforms of Phoenix, an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2025 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for Fire Uniforms (Agreement); and

WHEREAS, the term of the Agreement was November 15, 2022 through November 14, 2023, with the option of up to four (4) one-year extensions; and

WHEREAS, previous Amendments No. 1 and 2 extended the term of the agreement through May 14, 2025;

WHERAS, the Parties wish to add additional funds to the current term of the Agreement.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section IV, Payment of Compensation and Fees is amended to increase the annual spending limit by $125,000, for a revised not to exceed amount of $250,000, for the term ending May 14, 2025, per pricing set forth in Exhibit B of Amendment No. 2, which is incorporated into and made part of this Amendment No. 3 by this reference.

3. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

Docusign Envelope ID: 0F4F6FC9-1618-4159-BF2E-05D884DD6770

If a conflict or ambiguity arises between this Amendment No. 3 and the Agreement, the terms and conditions in this Amendment No. 3 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____Mayor_____

FOR THE CONTRACTOR

By: Garrett Duckworth

Its: Regional Operations Manager

APPROVED AS TO FORM:

By: _____

City Attorney JMB

ATTEST:

By: _____

City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum Fire Memo No. N/A

Date: March 24, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Thomas Dwiggins, Fire Chief
From: Keith Hargis, Assistant Fire Chief
Subject: Agreement No. FD4-345-4690, Amendment No. 2, for Fire Emergency Medical Supplies

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Proposed Motion:

Move City council approve Agreement No. FD4-345-4690, Amendment No. 2, with Bound Tree Medical, LLC, for fire emergency medical supplies, in an amount not to exceed $200,000, for a one-year period, April 1, 2025, through March 31, 2026.

Background/Discussion:

The Fire Department retains eleven CAP 5 Controlled Access Pharmaceutical Dispensers, with one present in each fire station. These devices allow for automated emergency medical services (EMS) restocking, which optimizes the use of medications through supply tracking, recognition of expiration dates, and monitored access to controlled substances. This agreement allows the Department to purchase emergency medical supplies for these dispensers and to continue utilizing the corresponding web-based inventory management system. This system allows for the provision of the tools necessary for staff to proactively monitor supplies, forecast future needs, and eliminate unnecessary medical supply purchases.

Evaluation:

On February 22, 2024, City Council approved an agreement with Bound Tree Medical, LLC, for fire emergency medical supplies, with a one-year term and options for up to four one-year extensions. The Contractor has agreed to extend the agreement for the first renewal period, for the term of April 1, 2025, through March 31, 2026. This amendment reflects an average of 5% overall increase on products offered due to several manufacturers' direct pass-through increases. Staff have reviewed the increase request and deems it fair and reasonable.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2220.5323	General Fund	N/A	$200,000	N

Attachments

4690 Amendment 2

Docusign Envelope ID: 7FD1E551-D597-4330-8D52-7CF0085196E8

City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
FIRE EMERGENCY MEDICAL SUPPLIES
CITY OF CHANDLER AGREEMENT NO. FD4-345-4690

THIS AMENDMENT NO. 2 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Bound Tree Medical, LLC (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2025 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for fire emergency medical supplies as more fully described in Exhibit A of the original agreement (Agreement); and

WHEREAS, the term of the Agreement was April 01, 2024 through March 31, 2025, with the option of up to 4 one-year extensions; and

WHEREAS, the Parties wish to exercise the first option through this Amendment to extend the Agreement for 1 year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section III is amended to read as follows: The Agreement is extended for a one-year period April 1, 2025 through March 31, 2026.

3. Section IV, Price is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 2. Total payments made to the Contractor during the term of this Amendment No. 2 will not exceed $200,000.

Docusign Envelope ID: 7FD1E551-D597-4330-8D52-7CF0085196E8

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 2 and the Agreement, the terms and conditions in this Amendment No. 2 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Christopher Fyffe

Its: Manager, Bids & Contracts

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: 7FD1E551-D597-4330-8D52-7CF0085196E8

REVISED EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

	Item #	Description	Unit of Measure	Annual Estimated Qty	Unit Price
1	2114-87301	i-gel®O2 Resus Pack, Size 3, 4, 5 Small Adult	EACH	70	$26.26
2	2722-76800	FilterLine® Intubated Patient Sampling Line, 14ft L, Adult/Pediatric	EACH	30	$8.11
3	792-1-1504-50EA	Sunsoft™ Color Coded Guedel Airway, Sizes 00, 0, 1, 2, 3, 4, 5 6	EACH	10	$0.25
4	D6141	Nonrebreathing Oxygen Mask with Safety Vent, 7ft Tubing, Pediatric	EACH	25	$2.10
5	301-107EA	Curaplex® Nasal Cannula, Clear, Adult	EACH	75	$0.30
6	020600	AirLife® Misty Max 10 Small Volume Nebulizer, 10cc, with Mouthpiece, Baffled Tee Adapter, 7ft Tubing	EACH	25	$1.75
7	230010	Ambu® BlueSensor R, Adult, 10 Pouch (Pack of 10 each)	Pack	70	$3.54
8	230005	Ambu® BlueSensor SP, 10 Pouch (Pack of 10 each)	Pack	70	$3.00
9	2742-40289	Stat-Padz® HVP Multi-function CPR Electrodes, Adult (2 each)	PAIR	60	$84.71
10	E6251	Precision Xtra Test Strips, Capillary *Not Approved Multi Patient Use* (Box of 50 each)	BOX	120	$26.50
11	E6152	MABIS® Signature® Series Stainless Steel Adult Stethoscope, 30in L, Black	EACH	20	$15.11
12	353065	Protectiv® Plus Safety IV Catheter, 24, 22, 20	EACH	200	$1.56

Docusign Envelope ID: 7FD1E551-D597-4330-8D52-7CF0085196E8

		18ga x 1-1/4in L, Green			
13	2764-70721	Curaplex® Safety Lancet, 21 Gauge, Green (Box of 100 each)	BOX	10	$5.89
14	7800-09	Sodium Chloride 0.9%, 1000mL Bag	EACH	50	$3.50
15	357500	Lactated Ringers, 1000mL EXCEL® IV Container	EACH	25	$9.86
16	1712-21002	SELEC-3® 3-in-1 IV Set with Needleless Y-Site, Luer Lock Y-Site, 82in	EACH	100	$6.07
17	290024	CaviCide™ Surface Disinfectant Spray Bottle, 24oz	EACH	35	$12.00
18	1513	N95 1500 Respirator Mask, Molded Nose Bridge, Large (Box of 50 each)	BOX	25	$28.80
19	2742-02190	OneStep™ Pediatric CPR Electrode, Single (2 each)	PAIR	22	$107.37
20	2113-10250	Curaplex® Cuffed Endotracheal Tube with Stylet, Size 5, 5.5, 6, 6.5, 7, 7.5, 8, 8.5, 9, 10mm	EACH	10	$1.55
21	2113-10245	Curaplex® Cuffed Endotracheal Tube with Stylet, Size 2.5,3, 3.5,4, 4.5mm	EACH	10	$1.55
22	NARZZ-0056	ARS® Needle Decompression Kit, 14 Gauge	EACH	55	$9.79
23	179837	Precision Xtra Blood Glucose Meter, 0.6µL Sample Volume	EACH	18	$29.99
24	313-7556XN-1EA	O2-MAX™ CPAP System with 3-SET™ O2-CPAP Valve, Ohmeda Quik-Connect™, Adult Medium	EACH	45	$53.57

Docusign Envelope ID: 7FD1E551-D597-4330-8D52-7CF0085196E8

25	SEENEBK	Curaplex® BVM Nebulizer Assist Kit	EACH	25	$4.30
26	1512	N95 1500 Respirator Mask, Molded Nose Bridge, Medium (Box of 50 each)	BOX	45	$29.00
27	620416	Regular Bevel Hypodermic Needle, 21G x 1-1/2in,23G x 1in, Deep Green Hub (Box of 100 each)	BOX	4	$4.93
28	1641-42018	Regular Bevel Hypodermic Needle, 18G x 1-1/2in, Pink Hub	EACH	45	$0.06
29	0049-38	Sodium Chloride 0.9%, 100mL Bag (Bag of 100 each)	BAG	1	$41.57
30	1633-10010	Omnifix® Luer Lock Tip Syringe without Needle, 10mL	EACH	30	$0.12
31	1633-20720	Omnifix® Luer Lock Tip Syringe without Needle, 20mL	EACH	10	$0.29
32	11278	Luer-slip Tip Tuberculin Syringe with Needle, 1cc, 25ga x 5/8in	EACH	250	$0.16
33	533-MS-25060EA	Curaplex® Total Non-rebreather Oxygen Mask, High Concentration, Elongated Adult	EACH	25	$6.50
34	2712-40171	Masimo SET® M-LNCS®, Adhesive Finger Sensor, 18in Cable, Pediatric	EACH	15	$19.41
35	2712-03911	Masimo SET® M-LNCS™ Adhesive Finger Sensor, 18in Cable, Adult	EACH	15	$18.29
36	1214-47548	QuikClot® EMS Rolled Gauze, 3in x 4ft	EACH	25	$16.97
37	G1284	QuikClot® Combat Hemostatic Gauze®, 3in x 4yd Strip, Z-fold	EACH	45	$36.39

Docusign Envelope ID: 7FD1E551-D597-4330-8D52-7CF0085196E8

38	2731-14602	Braun Thermoscan® Dual Scale Ear Thermometer, Small/One-box Cradle, 68 to 108°F (20 to 42.2°C) *Non-Returnable*	EACH	6	$262.50
39	3246-95220	Fast Stretcher, 500lb (Case of 10 each)	CASE	11	$86.50
40	660525	Olaes Modular Bandage, 6in	EACH	55	$7.20
41	3272-53578	Curaplex® Blanket, Polyester, 60in x 90in, Gray	EACH	20	$4.77
42	01BM3200-MO	Smart-Bag® MO with Universal Resuscitation Mask, Oxygen Reservoir and Tubing, Adult	EACH	3	$18.38
43	1920-61210	IV flush syringe, Normal Saline, 10ml Prefilled in 12ml Syringe 30/bx 6bx/cs	EACH	14	$0.38
44	1613-86214	Curaplex® CuraSlide™ BC Safety IV Catheter with Blood Control, 18,16, & 14ga x 1.25in L, Orange	EACH	200	$1.99
45	1613-862202	Curaplex® CuraSlide™ BC Safety IV Catheter with Blood Control, 24, 22, 20ga x .75 &1in L,	EACH	200	$1.99
46	1215-12162	Halo Chest Vent and Seal, 2 pack	Pack	10	$16.55
47	2021-14635	Curaplex® Select Nasopharyngeal Airway, 14, 16,18, 20, 22, 24, 26, 28, 30, 32, 34, 36FR	EACH	30	$1.85
48	2222-17000	SEADUC™ Suction Easy™ with SSCOR DuCanto Catheter®	EACH	35	$30.64
49	1015-47144	Curaplex® TritonGrip EP X2™ Nitrile Gloves, Medium, Large, XL, XXL (Box of 100 gloves each)	BOX	52	$16.99

Docusign Envelope ID: 7FD1E551-D597-4330-8D52-7CF0085196E8

50	16353	Curaplex® Multi-Trauma Dressing, 12in x 30in	EACH	50	$0.91
51	36012	Blood Pressure Cuff, Adult	EACH	10	$6.53
52	n/a	Inventory Management Software Cost per Month per machine - to include Training and support	EACH	11	See next page

Manufacturer	Discount off List
Medical Product Catalog	40%
Pharmaceutical and Iv Solutions	35%
www.boundtree.com	

****The following Manufacturers are excluded from the catalog discount offer**
5.11 Tactical, Cardio Partners, Ferno Washington, Junkin Safety, KingFisher Medical, Laerdal, Nasco, Philips medical, SScor, Thermal Angel.
**** The following Product Categories are excluded from the catalog discount offer**
Capital Equipment, Custom Kits, Inventory & Secure Storage Systems, King Vision and Airways, Preventative Maintenance, QuickClot Dressings, Recertified AEDs, Service Contracts, Supraglottic Airways and Kits.

Docusign Envelope ID: 7FD1E551-D597-4330-8D52-7CF0085196E8

Inventory Management Software Cost and Leased Machines

With a full award of the EMS supplies listed in this contract and an annual minimum spend of $150,000 in EMS supplies, the City would be provided with a rebate for the cost of eleven (11) iQ Technology software licenses and (11) UCAPIT Cap 5 Refrigerated EMS Machines.

Any additional licenses or equipment can be added upon mutual agreement between Bound Tree Medical and the City. Any spend below the $150,000 would result in a pro-rated rebate to the City.

Item Description	BTM Item	Quantity	Yearly Value
UCapIt Annual Software Service (11 machines)	4800-43110	11	
CAP 5 Refrigerated EMS Machine w/ Controller and Parts Kit, BTM Black	4800-0-03-R	11	
Total Annual Rebate			$48,015

CHANDLER arizona
Community of Innovation

City Council Memorandum Human Resources Memo No. N/A

Date: March 24, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Rae Lynn Nielsen, Human Resources Director
From: Kristin Maier, Human Resources Manager
Subject: Agreement No. HR9-962-4689, Amendment No. 1, with Marathon Staffing, for Temporary Staffing Services

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Proposed Motion:

Move City Council approve Agreement No. HR9-962-4689, Amendment No. 1, with Marathon Staffing, for temporary staffing services, in an amount not to exceed $1,102,945, for a one-year term, April 1, 2025, through March 31, 2026.

Background/Discussion:

Temporary staff are utilized primarily by the Community Services Department, the Neighborhood Resources Department, and the Cultural Development Division to fill temporary staffing needs, such as class instructors, coaches, sign language interpreters, swim coaches, library aides, teachers and production assistants. Other city departments that require temporary positions not available through temporary agencies under the State contract also utilize this contract to fill those temporary staffing needs. The contract was originally established when the Internal Revenue Service determined in December 1992 that a number of temporary employees used by the city departments should, in fact, be appointed contract employees through a temporary employment agency. The Human Resources Division monitors this agreement to ensure it is used exclusively for this purpose.

Evaluation:

On February 22, 2024, City Council approved an agreement with Marathon Staffing for temporary staffing services, for a one-year period, with the option of up to four (4) additional one-year extensions. The contractor has agreed to extend for one year at the same terms, conditions, and pricing. Staff recommends the extension of the agreement for the term of April 1, 2025, through March 31, 2026. This is the first extension of the original agreement.

Financial Implications:

Please see the attached for use of this contract by department.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1050.5219.0.0.0	General Fund	N/A	$143,600	N
101.1100.5219.0.0.0	General Fund	N/A	$288,000	N
101.1500.5219.0.0.0	General Fund	N/A	$25,000	N
101.4310.5219.0.0.0	General Fund	N/A	$127,000	N
101.4520.5219.0.0.0	General Fund	N/A	$15,100	N
101.4550.5219.0.0.0	General Fund	N/A	$141,000	N
101.4551.5219.0.0.0	General Fund	N/A	$331,500	N
101.4555.5219.0.0.0	General Fund	N/A	$12,100	N
101.4560.5219.0.0.0	General Fund	N/A	$19,645	N

Attachments

4689 - Amendment 1

Usage Report

City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
TEMPORARY STAFFING SERVICES
CITY OF CHANDLER AGREEMENT NO. HR4-962-4689

THIS AMENDMENT NO. 1 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Marathon Staffing Resources Inc., (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2025 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for temporary staffing services (Agreement); and

WHEREAS, the term of the Agreement was April 1, 2024 through March 31, 2025, with the option of up to 4 one-year extensions; and

WHEREAS, the Parties wish to exercise the first option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section III is amended to read as follows: The Agreement is extended for a one-year period April 1, 2025 through March 31, 2026.

3. Section IV is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Exhibit B of the original Agreement, which is incorporated into and made a part of this Amendment No. 1 by this reference. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed $1,102,945.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____Mayor_____

FOR THE CONTRACTOR

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

DEPT/DIVISION	EST DOLLAR AMOUNT BASED ON EST USAGE - NEW CONTRACT TERM 4/1/25 - 3/31/26 (1 year total)	DESCRIPTION
4520 Aquatics	$15,100	Aquatic center maintenance
1100 Center for the Arts (Cultural Development)	$288,000	Technical, customer service
4310 Library	$127,000	Security, customer service
4500 Recreation (Admin)	$141,000	Recreation program instructors
4551 Recreation (Snedigar, Tennis, Tumbleweed)	$331,500	Recreation program instructors
4555 Recreation (Nature and Facilities)	$12,100	Recreation program instructors
1500 Development Services	$25,000	Plan review, administrative support
4560 Museum	$19,645	Exhibit support
1050 City Court	$143,600	Administrative support

$1,102,945

Acct. NO	Fund name	Dollar	
101.1050.5219.0.0.0	General Fund	$	143,600
101.1100.5219.0.0.0	General Fund	$	288,000
101.1500.5219.0.0.0	General Fund	$	25,000
101.2015.5219.0.0.0	General Fund	$	-
101.2210.5219.0.0.0	General Fund	$	-
101.4300.5219.0.0.0	General Fund	$	-
101.4310.5219.0.0.0	General Fund	$	127,000
101.4530.5219.0.0.0	General Fund	$	-
101.4500.5219.0.0.0	General Fund	$	141,000
101.4551.5219.0.0.0	General Fund	$	331,500
101.4555.5219.0.0.0	General Fund	$	12,100
101.4560.5219.0.0.0	General Fund	$	19,645
625.3700.5219.0.0.0	Solid Waste Operating Fund	$	-
625.3720.5219.0.0.0	Solid Waste Operating Fund	$	-
224.465.5219.0.0.0	PHA Family Sites Fund		
227.465.5219.0.0.0	PHA Elderly & Scattered Sites Fund		
233.465.5219.0.0.0	PHA Section 8 Vouchers Fund		
101.4520.5219.0.0.0	General Fund	$	15,100
		$	1,102,945

ITEM 21

City Council Memorandum Information Technology Memo No. N/A

Date: March 24, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Sandip Dholakia, Chief Information Officer
From: Lisa Lapp, Chief Applications Officer
Subject: Purchase of Enterprise Asset Management (EAM) System Annual Support and Maintenance

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Proposed Motion:

Move City Council approve the purchase of enterprise asset management (EAM) system annual support and maintenance, from CentralSquare Technologies, LLC, in an amount not to exceed $117,800, for the period of one year, beginning July 1, 2025, through June 30, 2026.

Background/Discussion:

Lucity is the EAM system that manages the city's service and work requests, coordinates preventative maintenance programs, and tracks the city's asset maintenance throughout the asset's lifecycle. The city continues to expand the use of the application for other city work management functions. This system also handles resident service requests with a web-based service request system.

The support provides access to technical assistance resources to resolve application issues and software fixes and includes application upgrades necessary to operate and keep the system current.

Evaluation:

In June 2020, City Council approved an agreement with CentralSquare Technologies, LLC, for the annual support and maintenance of the EAM system. The agreement allows for support and maintenance services to be performed while the EAM system is in use by the city. Because the system is proprietary, the ongoing support and maintenance services are available only from CentralSquare Technologies, LLC.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1200.5419.0.0.0	General Fund	N/A	$117,800	N

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City Council Memorandum Information Technology Memo No. N/A

Date:	March 24, 2025
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO Sandip Dholakia, Chief Information Officer
From:	Brad Thomas, IT Chief Information Security Officer
Subject:	Purchase of Proofpoint Network Security Software

Proposed Motion:

Move City Council approve the purchase of Proofpoint network security software, from SHI International, Inc., utilizing the Omnia Partners Contract No. 2018011-02, in an amount not to exceed $268,238, for the period of one year, April 11, 2025, through April 10, 2026.

Background/Discussion:

The City of Chandler cybersecurity strategy includes focused prevention of confidential data loss and account compromises. Detection, prevention, and recovery technologies help ensure city staff are protected from harmful phishing emails and confidential information is not disclosed via email. The Information Technology Department is requesting approval to continue the use of this technology with the city's current email system to prevent data loss and unintentional exposures. The cybersecurity team is also provided with additional response and recovery tools, such as the Proofpoint Isolation Browser. These email security services have been in use by the city since 2005.

Phishing attacks are among the top two most common attacks for all reported breaches in 2023. Securing the city's electronic messaging systems and training users on security best practices is required for insurance liability, risk management, and regulatory compliance objectives.

Additionally, this purchase includes a full suite of security awareness and

anti-phishing training to educate users on how to protect the city by following security best practices, identifying and reporting threats and security posture improvements. This current training platform has a high participation rate and receives positive feedback from city staff.

Evaluation:

The City of Mesa, on behalf of Omnia Partners, competitively solicited and awarded a contract for information technology solutions and services. The city has a current agreement with Omnia Partners allowing for the cooperative use of its contracts. Staff recommends the cooperative use of this contract.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
403.1290.5419.0.0.0	Technology Replacement	N/A	$251,316	N
101.1199.5419.0.0.0	General Fund	N/A	$16,922	N

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City Council Memorandum Information Technology Memo No. N/A

Date: March 24, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Sandip Dholakia, Chief Information Officer
From: Kerstin Nold, IT Chief Technology Officer
Subject: Agreement No. IT2-918-4438, Amendment No. 4, with CE Wilson Consulting, for Professional and Project Consulting Services

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Proposed Motion:

Move City Council approve Agreement No. IT2-918-4438, Amendment No. 4, with CE Wilson Consulting, for professional and project consulting services, for a period of one year, January 1, 2025, through December 31, 2025, in an amount not to exceed $400,000.

Background/Discussion:

The Information Technology (IT) Department has historically used contracted professional services to assist with special projects or to backfill vacant positions. These contracted employees have specialized skills in specific technical areas which complement IT staff and work on a temporary basis for a specific assignment.

The city partners with CE Wilson for industry best practice in project management, process improvements, program and project management and oversight services for approved citywide technology projects.

Evaluation:

On December 9, 2021, City Council approved an agreement with CE Wilson Consulting for professional and project consulting services, for a one-year term, with the option of up to four one-year extensions. The consultant has agreed to extend for one additional year at the same terms, conditions, and pricing.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.1285.5219.0.6IC146.0	General Government Capital Projects	Enterprise Proj Mgmt Assessment	$250,000	Y
401.1285.5219.0.6IC088.0	General Government Capital Projects	Project Management Consultants	$150,000	Y

Attachments

Amendment

Docusign Envelope ID: 270CC29A-D7DF-4AF3-9084-B0148B8D5BCE

City Clerk Document No. _____

City Council Meeting Date: March 27, 2025

AMENDMENT TO CITY OF CHANDLER AGREEMENT
PROFESSIONAL AND PROJECT CONSULTING SERVICES
CITY OF CHANDLER AGREEMENT NO. IT2-918-4438

THIS AMENDMENT NO. 4 (Amendment No. 4) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and CE Wilson Consulting (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2025 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for professional and project consulting services (Agreement); and

WHEREAS, the original term of the Agreement was January 1, 2022, through December 31, 2022, with the option of up to four one-year extensions; and

WHEREAS, the Parties exercised the first option through Amendment No. 1 to extend the Agreement for one year, January 1, 2023, through December 31, 2023;

WHEREAS, the Parties added additional funds to the then-current term of the Agreement through Amendment No. 2; and

WHEREAS, the Parties exercised the first option through Amendment No. 3 to extend the Agreement for one year, January 1, 2024, through December 31, 2024;

WHEREAS, the Parties wish to exercise the third option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this

Docusign Envelope ID: 270CC29A-D7DF-4AF3-9084-B0148B8D5BCE

reference.

2. Section III is amended to read as follows: The Agreement is extended for a one-year period January 1, 2025, through December 31, 2025.

3. Section IV is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Exhibit B of the original Agreement, which is incorporated into and made a part of this Amendment No. 4 by this reference. Total payments made to the Contractor during the term of this Amendment No. 4 will not exceed $400,000.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 4 and the Agreement, the terms and conditions in this Amendment No. 4 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Chrystal Richardson

Its: Managing Partner

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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City Council Memorandum **Management Services** **Memo No.** MS25-077

Date:	March 24, 2025
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO
From:	Matthew Dunbar, Budget and Policy Director
Subject:	Resolution No. 5877 Pension Funding Policy Updates

Proposed Motion:

Move Council pass and adopt Resolution No. 5877, adopting the updated Pension Funding Policy accepting the City's share of assets and liabilities under the Public Safety Personnel Retirement System Actuarial Valuation Report.

Background:

The City of Chandler has nine financial policies, approved by City Council, that exemplify high standards set for stewardship over Chandler's financial resources. They are also a guide for sound planning and budgeting while maintaining fiscal integrity. The following financial policies currently exist: Operating Management, Capital Management, Reserve, Debt Management, Long-Range Financial Planning, Grants Management, Investment, Accounting, Auditing and Financial Reporting, and Pension Funding.

Each year, the financial policies are reviewed and recommended updates are brought forward via resolution for approval by Mayor and Council as part of the annual budget process. Resolution No. 5877 includes updates to the Pension Funding policy.

House Bill 2097, which passed in 2018 (Laws 2018, Chapter 112; Arizona Revised Statutes § 38-863.01), requires that governing bodies of all Public Safety Personnel Retirement System (PSPRS) employers must adopt a pension funding policy, formally accept their share of the assets and liabilities based on the PSPRS Actuarial Valuation Report, and update the policy annually.

Although the statutory requirement is to address a pension funding policy for PSPRS, Chandler's Pension Funding Policy addresses both PSPRS and the Arizona State Retirement System (ASRS). The policy addresses Council's position on funding the PSPRS and ASRS Annual Required Contribution (ARC), also known as the employer contributions, each year.

The Pension Funding Policy clearly communicates the Council's pension funding objectives and its commitment to City employees and the sound financial management of the City.

Discussion:

The City's Pension Funding Policy is the only policy which is being recommended for changes, meeting the ARS 38-863.01 requirement.

Financial Implications:

The City of Chandler's Pension Funding Policy details the assets, liabilities, and current funding ratio of 94.4% combined for both Chandler Police and Fire PSPRS trust funds from the June 30, 2024, Actuarial Valuation Reports (up from 83.3%). The plan continues to focus on maintaining the "paid off" status of any Unfunded Actuarial Accrued Liability (UAAL) through additional one-time payments.

The Pension Funding Policy continues to address the Council's position on funding the PSPRS and ASRS ARC, or employer contribution, each year by stating that "funding of the ARC from operating revenues will be a priority during the annual budget process before other service enhancements are considered."

Attachments

Resolution 5877

Exhibit A Pension Policy

Exhibit A Pension Policy Blackline

RESOLUTION NO. 5877

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ADOPTING AN UPDATED FINANCIAL POLICY FOR THE PENSION FUNDING POLICY AND ACCEPTING THE CITY'S SHARE OF ASSETS AND LIABILITIES UNDER THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM ACTUARIAL VALUATION REPORT.

WHEREAS, the City Financial Policies were developed many years ago to set standards for stewardship over financial resources and practices; and

WHEREAS**,** the City Financial Policies institutionalize strong financial management practices, clarify the strategic intent for financial management, define boundaries, manage risks to financial condition, support good bond ratings to minimize borrowing costs, and comply with established public management best practices; and

WHEREAS, the City Financial Policies provide a guide for sound fiscal planning and budgeting, while maintaining fiscal integrity; and

WHEREAS, the City Financial Policies are reviewed annually and are divided into nine categories including Operating Management, Capital Management, Reserves, Debt Management, Long-Range Financial Planning, Grants Management, Investment, Accounting, Auditing and Financial Reporting, and Pension Funding; and

WHEREAS, the Arizona State Legislature passed House Bill 2097 in 2018 (Laws 2018, Chapter 112; Arizona Revised Statutes § 38-863.01), which requires the governing bodies of all Public Safety Personnel Retirement System (PSPRS) employers to annually adopt a pension funding policy and formally accept their share of the assets and liabilities based on the updated PSPRS Actuarial Valuation Report; and

WHEREAS, the City Council complies with the statutory requirements of Laws 2018, Chapter 112 in the Pension Funding Policy attached as Exhibit A, which provides updates based on the June 30, 2024 Actuarial Valuation Reports, and addresses both PSPRS and Arizona State Retirement System (ASRS), clearly communicates the Council's pension funding objectives, the City's commitment to its employees and the sound financial management of the City, and accepts the City's share of assets and liabilities based on that report,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. The Council hereby accepts and adopts the updates to the Pension Funding Financial Policy as presented in Exhibit A incorporated herein by this reference, and that these updates shall become effective upon approval, providing a foundation for the Fiscal Year 2025-26 budget.

Section 2. The Council hereby accepts, as set forth in the Pension Funding Policy, the City's share of assets and liabilities based on the June 30, 2024, PSPRS Actuarial Valuation Report.

PASSED AND ADOPTED by the City Council of the City of Chandler, Maricopa County, Arizona, this 27th day of March, 2025.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5877 as duly passed and adopted by the City Council of the City of Chandler, at a regular meeting held on the 27th day of March, 2025, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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Exhibit A

City of Chandler Financial Policies

Pension Funding Policy

Updated 3/27/2025 Resolution 5877

The intent of this policy is to clearly communicate the Council's pension funding objectives, its commitment to our employees and the sound financial management of the city, and to comply with new statutory requirements of Laws 2018, Chapter 112, including reviewing and adopting this policy annually.

The Government Finance Officers Association (GFOA) recommends the adoption of a pension funding policy that address three core elements:

- **Actuarial Cost Method** – The technique used to allocate the total present value of future benefits over an employee's working career (normal cost/service cost).
- **Asset Smoothing Method** – The technique used to recognize gains or losses in pension assets over some period of time so as to reduce the effects of market volatility and stabilize contributions.
- **Amortization Policy** – The length of time and the structure selected for increasing or decreasing contributions to systematically eliminate any unfunded actuarial accrued liability or surplus.

In addition to the three core elements identified by the GFOA, this policy also addresses the Council's position on:

- **Pension Funding Goal**
- **Funding Pension Cost**

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – The difference between trust assets and the estimated future cost of pensions earned by employees. The UAAL reflects the difference between actual results (interest earnings, member mortality, disability rates, etc.) and the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – The annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost (the estimated cost of pension benefits earned by employees in the current year) and amortization of UAAL (the cost needed to cover the unfunded portion of pensions earned by employees in previous years). The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – The ratio of fund assets to actuarial accrued liability. The higher the ratio, the better funded the pension, with 100% representing fully funded.

Intergenerational Equity – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The city's police and fire employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS). All other eligible employees are covered by the Arizona State Retirement System (ASRS).

Public Safety Personnel Retirement System (PSPRS)

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to comingle assets of all plans under its administration, thus achieving economy of scale for more cost-efficient investments and investing those assets for the benefit of all members under its administration, and 2) to serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple-employer plan, each agency participating in the plan has an individual trust fund reflecting that agencies' assets and liabilities. Under this plan, all contributions are deposited to and distributions are made from that trust fund's assets, each trust fund has its own funded ratio and contribution rate, and each trust fund has a unique annual actuarial valuation. The City of Chandler has two trust funds, one for police employees and one for fire employees.

The three core elements outlined by the GFOA guidance are addressed by the statewide PSPRS board and discussed in section G of the annual individual actuarial valuations, which can be found on the PSPRS website. http://www.psprs.com/investments--financials/annual-reports

Council formally accepts the assets, liabilities, and current funding ratio of the city's PSPRS trust funds for Tier 1 and Tier 2 members from the June 30, 2024, actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Chandler Police	$382,452,091	$404,270,040	$21,817,949	94.6%
Chandler Fire	228,814,004	243,054,507	14,240,503	94.1%
City of Chandler Totals	**$611,266,095**	**$647,324,547**	**$36,058,452**	**94.4%**

PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity. While most funds in PSPRS are significantly underfunded and fall well short of the goal of intergenerational equity, the City of Chandler, by early funding of the unfunded liability, has achieved this equity goal sooner through dedicated resource allocation.

The Council's PSPRS funding ratio goal is to achieve and maintain 100% fully funded status to reduce the annual employer contribution rate. Council established this goal for the following reasons:

- The PSPRS trust funds represent only the City of Chandler's liability.
- The fluctuating cost of an UAAL causes strain on the city's budget, affecting our ability to maintain, enhance, or add new services in the future.

- A fully funded pension is the best way to achieve taxpayer and member intergenerational equity.

Council has taken the following actions to achieve this goal:

- The city chose the 20-year amortization period instead of the 30-year one-time option, did not defer the *Fields* case (paid the full employer contribution rate increase in one year versus spreading over 3 years), and did not take advantage of PSPRS's credit service model option related to the *Parker* case to apply toward future retirement payments when refunding excess employee contributions.
- The city pays the full estimated employer contribution at the beginning of the Fiscal Year versus paying the actual amount through bi-weekly payrolls, allowing PSPRS to invest at a higher rate thereby increasing the amount of interest applied towards the City's UAAL.
- The city maintains the ARC payment from operating revenues – Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from operating funds. The estimated combined ARC for FY 2024-25 will be able to be paid from operating funds without diminishing city services.
- The city will commit additional payments above the ARC to achieve reduced ARC payments in the future. This projected additional payment to lower long-term costs may be adjusted annually based on the updated UAAL, economic environment, and available General Fund one-time funds.
    - Additional payments to date total $205.2 million and include - $2.5 million in FY 2016-17, $5 million in FY 2017-18, $5 million in FY 2018-19, $25.7 million in FY 2019-20, $15 million in FY 2020-21, $22 million in FY 2021-22, $50 million in FY 2022-23, $73 million in FY 2023-24, and $7 million in FY 2024-25.
    - The additional payment planned in FY 2025-26 is anticipated to maintain the UAAL at a fully funded status. The prior year's budget compared to actual expenditures and updated UAAL will be reviewed annually, and an excess payment will be programmed if required to maintain the funding goal.

Based on these actions, the Council's current plan is to: maintain 95-100% funding by making additional payments early to ensure ongoing cost savings in future years, all while meeting the timeline set forth by the PSPRS June 30, 2024, actuarial valuation. The pay-down plan will be reviewed annually.

Funding PSPRS Pension Cost

It is the Council's policy that funding of the ARC from operating revenues will be a priority during the annual budget process before other service enhancements are considered.

Arizona State Retirement System (ASRS)

ASRS is administered as a cost-sharing multiple-employer pension plan. This means that all agencies statewide are part of the same trust which is administered by a single administrator. In this type of pension, the funded ratio and contribution rates are the same for all participating entities. The City of Chandler's proportionate share comprises less than 1% of the total system, and the system has a funded ratio of 74.0 % as of June 2024.
The three core elements outlined by the GFOA guidance are addressed by the statewide ASRS board and discussed in appendix III of the annual actuarial valuation, which can be found on the ASRS website. https://www.azasrs.gov/content/annual-reports

ASRS Funding Goal

Since the ASRS trust fund is comprised of all participating agencies, there is no ability for the City of Chandler to address or influence its individual funded ratio.

Funding ASRS Pension Cost

It is the Council's policy that funding of the ARC from operating revenues will be a priority during the annual budget process before other service enhancements are considered.

Exhibit A (Blackline)

City of Chandler Financial Policies

Pension Funding Policy

Updated 3/27/2025 Resolution 5877

The intent of this policy is to clearly communicate the Council's pension funding objectives, its commitment to our employees and the sound financial management of the city, and to comply with new statutory requirements of Laws 2018, Chapter 112, including reviewing and adopting this policy annually.

The Government Finance Officers Association (GFOA) recommends the adoption of a pension funding policy that address three core elements:

- **Actuarial Cost Method** – The technique used to allocate the total present value of future benefits over an employee's working career (normal cost/service cost).
- **Asset Smoothing Method** – The technique used to recognize gains or losses in pension assets over some period of time so as to reduce the effects of market volatility and stabilize contributions.
- **Amortization Policy** – The length of time and the structure selected for increasing or decreasing contributions to systematically eliminate any unfunded actuarial accrued liability or surplus.

In addition to the three core elements identified by the GFOA, this policy also addresses the Council's position on:

- **Pension Funding Goal**
- **Funding Pension Cost**

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – The difference between trust assets and the estimated future cost of pensions earned by employees. The UAAL reflects the difference between actual results (interest earnings, member mortality, disability rates, etc.) and the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – The annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost (the estimated cost of pension benefits earned by employees in the current year) and amortization of UAAL (the cost needed to cover the unfunded portion of pensions earned by employees in previous years). The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – The ratio of fund assets to actuarial accrued liability. The higher the ratio, the better funded the pension, with 100% representing fully funded.

Intergenerational Equity – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The city's police and fire employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS). All other eligible employees are covered by the Arizona State Retirement System (ASRS).

Public Safety Personnel Retirement System (PSPRS)

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to comingle assets of all plans under its administration, thus achieving economy of scale for more cost-efficient investments and investing those assets for the benefit of all members under its administration, and 2) to serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple-employer plan, each agency participating in the plan has an individual trust fund reflecting that agencies' assets and liabilities. Under this plan, all contributions are deposited to and distributions are made from that trust fund's assets, each trust fund has its own funded ratio and contribution rate, and each trust fund has a unique annual actuarial valuation. The City of Chandler has two trust funds, one for police employees and one for fire employees.

The three core elements outlined by the GFOA guidance are addressed by the statewide PSPRS board and discussed in section G of the annual individual actuarial valuations, which can be found on the PSPRS website. http://www.psprs.com/investments--financials/annual-reports

Council formally accepts the assets, liabilities, and current funding ratio of the city's PSPRS trust funds for Tier 1 and Tier 2 members from the June 30, 202~~3~~**4**, actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
		~~$374,693,080~~	~~$68,402,481~~	~~81.7%~~
	~~$306,290,599~~	**$404,270,040**	**$21,817,949**	**94.6%**
Chandler Police	**$382,452,091**			
			~~31,664,931~~	~~85.9%~~
	~~193,010,694~~	~~224,675,625~~	**14,240,503**	**94.1%**
Chandler Fire	**228,814,004**	**243,054,507**		
			~~$100,067,412~~	**~~83.3%~~**
City of Chandler	**~~$499,301,293~~**	**~~$599,368,705~~**	**$36,058,452**	**94.4%**
Totals	**$611,266,095**	**$647,324,547**		

PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity. While most funds in PSPRS are significantly underfunded and fall well short of the goal of intergenerational equity, the City of Chandler, by early funding of the unfunded liability, has achieved this equity goal sooner through dedicated resource allocation.

The Council's PSPRS funding ratio goal is to achieve **AND MAINTAIN** 100% fully funded status ~~early, by June 30, 2024~~ to reduce the annual employer contribution **RATE**. Council established this goal for the following reasons:

- The PSPRS trust funds represent only the City of Chandler's liability.
- The fluctuating cost of an UAAL causes strain on the city's budget, affecting our ability to maintain, enhance, or add new services in the future.
- A fully funded pension is the best way to achieve taxpayer and member intergenerational equity.

Council has taken the following actions to achieve this goal:

- The city chose the 20-year amortization period instead of the 30-year one-time option, did not defer the *Fields* case (paid the full employer contribution rate increase in one year versus spreading over 3 years), and did not take advantage of PSPRS's credit service model option related to the *Parker* case to apply toward future retirement payments when refunding excess employee contributions.
- The city pays the full estimated employer contribution at the beginning of the Fiscal Year versus paying the actual amount through bi-weekly payrolls, allowing PSPRS to invest at a higher rate thereby increasing the amount of interest applied towards the City's UAAL.
- The city maintains the ARC payment from operating revenues – Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from operating funds. The estimated combined ARC for ~~FY~~ FY 2024-25 will be able to be paid from operating funds without diminishing city services.
- The city will commit additional payments above the ARC to achieve reduced ARC payments in the future. This projected additional payment to lower long-term costs may be adjusted annually based on the updated UAAL, economic environment, and available General Fund one-time funds.
    - Additional payments to date total $~~198.2~~ **205.2** million and include - $2.5 million in FY 2016-17, $5 million in FY 2017-18, $5 million in FY 2018-19, $25.7 million in FY 2019-20, $15 million in FY 2020-21, $22 million in FY 2021-22, $50 million in FY 2022-23, ~~and~~ $73 million in FY 2023-24, **AND $7 MILLION IN FY 2024-25**.
    - The additional payment planned in FY ~~2024-25~~ **2025-26** is anticipated to maintain the UAAL at a fully funded status. The prior year's budget compared to actual expenditures and updated UAAL will be reviewed annually, and an excess payment will be programmed if required to maintain **THE** ~~full~~ funding **GOAL**.

Based on these actions, the Council's current plan is to: maintain 100% funding by making additional payments early to ensure ongoing cost savings in future years, all while meeting the timeline set forth by the PSPRS June 30, ~~2023~~**2024**, actuarial valuation. The pay-down plan will be reviewed annually.

Funding PSPRS Pension Cost

It is the Council's policy that funding of the ARC from operating revenues will be a priority during the annual budget process before other service enhancements are considered.

Arizona State Retirement System (ASRS)

ASRS is administered as a cost-sharing multiple-employer pension plan. This means that all agencies statewide are part of the same trust which is administered by a single administrator. In this type of pension, the funded ratio and contribution rates are the same for all participating entities. The City of Chandler's proportionate share comprises less than 1% of the total system, and the system has a funded ratio of ~~72.7~~ **74.0** % as of ~~July 2022~~ **JUNE 2024**.
The three core elements outlined by the GFOA guidance are addressed by the statewide ASRS board and discussed in appendix III of the annual actuarial valuation, which can be found on the ASRS website. https://www.azasrs.gov/content/annual-reports

ASRS Funding Goal

Since the ASRS trust fund is comprised of all participating agencies, there is no ability for the City of Chandler to address or influence its individual funded ratio.

Funding ASRS Pension Cost

It is the Council's policy that funding of the ARC from operating revenues will be a priority during the annual budget process before other service enhancements are considered.

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Community of Innovation

City Council Memorandum Management Services Memo No. 25-079

Date: March 24, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: License Series 12, Restaurant Liquor License Application for Parish G. Patel, Agent, Moraya Ray, LLC, DBA Tikka Shack

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Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 328638, a Series 12, Restaurant Liquor License, for Parish G. Patel, Agent, Moraya Ray, LLC, DBA Tikka Shack, located at 2855 W. Ray Road, Suite 1, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 309041.

Discussion:

This application for a liquor license was posted for hearing on March 27, 2025.

Staff requests a recommendation for this liquor license as the establishment does not have an interim liquor license permit with the Department of Liquor Licenses and Control (DLLC) and desires to begin serving alcohol. The DLLC allows 60 days for the City to provide a recommendation for a liquor license application. This recommendation for approval by the Local Governing Body will be within 60 days allowing the applicant to proceed with their new liquor license application process.

The Police Department reports no objections to the issuance of this license. With a Series 12, Restaurant Liquor License, the business may sell all liquors for on-premise consumption only, with a minimum of 40% of the gross receipts from the sale of food.

Attachments

A-Floor Plan

'25 1 10 Liqr. Dept AM 9:08

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-080

Date: March 24, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: License Series 12, Restaurant Liquor License application for Theresa June Morse, Agent, Miel De Agave Chandler, LLC, DBA Miel De Agave

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Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 330756, a Series 12, Restaurant Liquor License, for Theresa June Morse, Agent, Miel De Agave Chandler, LLC, DBA Miel De Agave, located at 325 S. Arizona Avenue, Suite 1, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 309045.

Discussion:

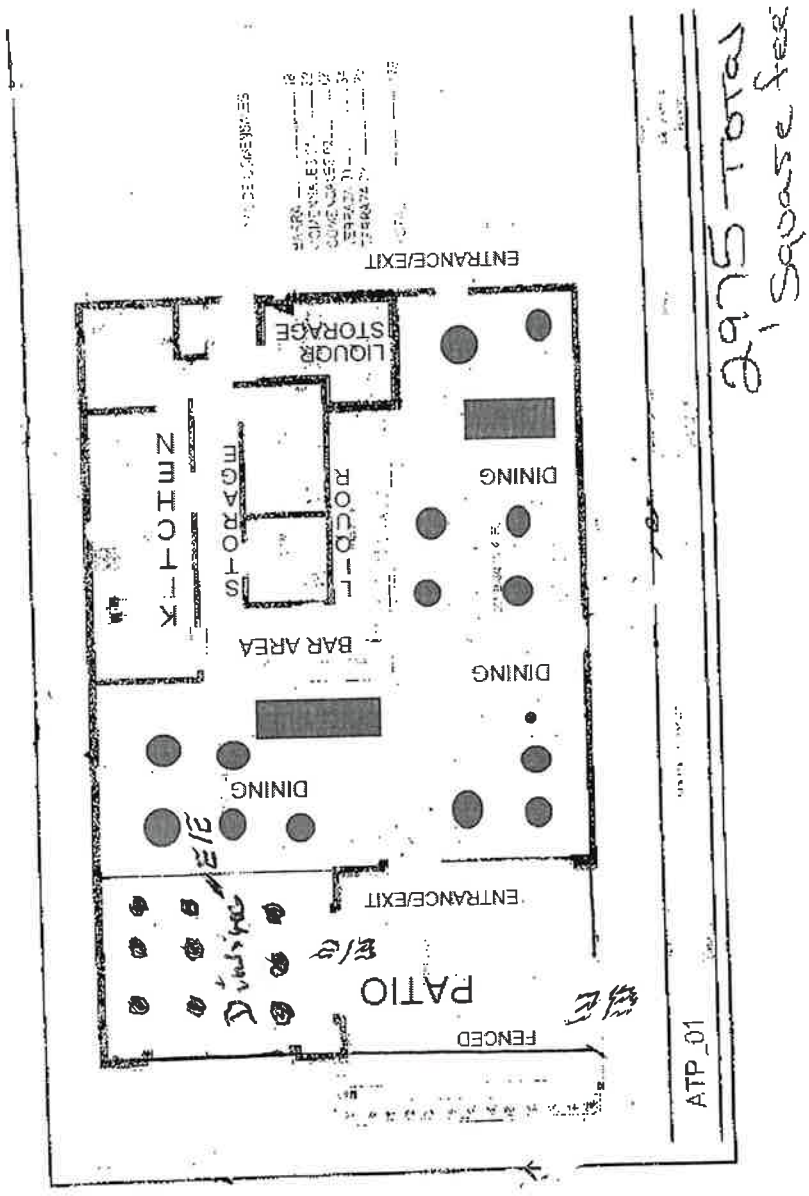
This application for a liquor license was posted for hearing on March 27, 2025.

The Police Department reports no objections to the issuance of this license. With a Series 12, Restaurant Liquor License, the business may sell all liquors for on-premise consumption only, with a minimum of 40% of the gross receipts from the sale of food.

Attachments

A-Floor Plan

'25 JAN 30 PM 3:46 AZDLLC



ITEM 27

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-081

Date: March 24, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: Withdrawal Series 12, Restaurant Liquor License application for Richard Joseph Valenti, Agent for Portillos Hot Dogs, LLC, DBA Portillos Hot Dogs

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Proposed Motion:

Move to accept withdrawal of the application for a Series 12, Restaurant Liquor License for Richard Joseph Valenti, Agent, Portillos Hot Dogs, LLC, DBA Portillos Hot Dogs, located at 7200 W. Ray Road.

Discussion:

The following application for a liquor license was posted for hearing on March 27, 2025:

Liquor License Series 12, Restaurant Liquor License for Richard Joseph Valenti, Agent, Portillos Hot Dogs, LLC, DBA Portillos Hot Dogs, located at 7200 W. Ray Road.

On March 10, 2025, the applicant submitted a Notice to withdraw the above application for a Series 12, Restaurant Liquor License, stating that it no longer intends to sell alcohol at this location.

Attachments

Withdrawal Form

APPLICATION WITHDRAWAL

DLLC USE ONLY
Job #:
Date Accepted:
CSR:

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

License Number: JOB# 328080

Agent / Individual Name: VALENTI (Last) RICHARD (First) JOSEPH (Middle)

Premises Name (Doing Business As-DBA): PORTILLO'S HOT DOGS

Premises Address: 7200 W RAY RD, CHANDLER, AZ 85226 (Street, City, State, Zip Code)

Mailing Address: 2001 SPRING ROAD #400, OAK BROOK, IL 60523 USA

REASON FOR WITHDRAWAL

DO NOT WANT TO SERVE ALCOHOL AT THIS LOCATION.

(USE BACK OF PAGE IF NECESSARY)

Declaration:

I, (Print Name) _____, declare under penalty of perjury that I am authorized by the licensee to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.

_____
Signature

REVIEW	EMPLOYEE	DATE
Customer Service Representative	Rosa Gonzales	03/06/2025
Investigations (Pending Applications)	Kelsea Reed #100	03/07/2025
Licensing Manager	Jennifer Benson	03/07/2025
Liquor Board **(Hearing files only)**		

DISPOSITIONS

☐ Letter Attached _____	☐ Intent to Halt	
☐ Revoked-Order#_____	☐Application Denied	#_____
☐ Reverted-Order# _____	☐Application Withdrawn	

11/22/2022

Individuals requiring ADA accommodations please call (602)542-2999

CHANDLER arizona
Community of Innovation

City Council Memorandum **Police Memo No.** 25-028

Date: March 24, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Bryan Chapman, Chief of Police
From: Melanie Smith, Senior Management Analyst
Subject: Resolution No. 5885, Pertaining to the Submission of Projects for Consideration in Arizona's 2026 Highway Safety Plan

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5885, authorizing the Chandler Police Department to submit projects for consideration in Arizona's 2026 Highway Safety Plan; and authorizing the Chief of Police to conduct all negotiations and to execute and submit all documents necessary with such grant.

Background/Discussion:

The Police Department has historically experienced success obtaining awards from the Governor's Office of Highway Safety (GOHS), including five awards under the FY 2025 program for DUI Overtime and Supplies, Occupant Protection (Seatbelt) Enforcement, Motorcycle Safety Education Program, Speed Enforcement Overtime (STEP) and Pedestrian/Bicycle Safety. Staff has submitted applications for award consideration in the FY 2026 program, which begins October 1, 2025; however, a City Council approved resolution must be part of the application package.

This year, the Police Department is submitting the following requests to GOHS for consideration in its FY 2026 budget:

1. Speed Enforcement OT - $50,000
2. Vehicular Crimes Unit (VCU) Callout OT - $45,000
3. DUI Enforcement OT and Supplies, Lab - $119,642
4. Pedestrian-Bicycle Enforcement and Education OT - $40,000
5. Occupant Protection OT - $25,000

6. Civilian Motorcycle Safety Course OT - $35,000
7. Accident Investigation Training: Sworn Officers – $8,000

GOHS may award all requests, break the requests up into smaller awards (i.e., Seatbelt Enforcement could be broken up into Occupant Protection, Click It Or Ticket, Child Safety Week, etc.), award a program not formally requested (such as DUI training conference), or award a program through another source (such as DUI Abatement Council).

Financial Implications:

There are no matching dollars required for these programs.

Attachments

Resolution 5885

RESOLUTION NO. 5885

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, PERTAINING TO THE SUBMISSION OF PROJECTS FOR CONSIDERATION IN ARIZONA'S 2026 HIGHWAY SAFETY PLAN

WHEREAS, the Governor's Office of Highway Safety is seeking proposal from state and local agencies for projects relating to all aspects of highway safety; and

WHEREAS, the City of Chandler, through its Police Department, is interested in submitting projects to be considered for funding in the form of reimbursable grants from the National Highway Traffic Safety Administration;

NOW, THERFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona as follows:

Section I. THAT approval of the submission of any and all projects for consideration in Arizona's 2026 Highway Safety Plan, including but not limited to, those projects in the corresponding Council memo presented in support of this Resolution, is granted.

Section II. THAT the Chief of Police is appointed agent for the City of Chandler to conduct all negotiations and to execute and submit all documents including awards and any other necessary or desirable instruments in connection with such grant.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of March 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5885 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of March 2025.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY EPW

CHANDLER arizona
Community of Innovation

City Council Memorandum Police Memo No.

Date:	March 24, 2025
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Tadd Wille, Assistant City Manager Bryan Chapman, Police Chief
From:	Michelle Potts, Police Communications Technology Senior Manager
Subject:	Resolution No. 5892 for 9-1-1 Call Handling Equipment

Proposed Motion:

Move City Council pass and adopt Resolution No. 5892 approving a grant agreement with the Arizona Department of Administration (ADOA) to reimburse the City for the purchase 9-1-1 call handling equipment and services, and approve the purchase of 9-1-1 call handling equipment, utilizing the State of Arizona Contract No. CTR055782, with AT&T Corp., in an amount not to exceed $1,545,367 for Fiscal Years 2024-25 through FY 2029-30, and authorize an appropriation transfer of $633,582 from the General Fund, Non-Departmental, Contingency Account to the Grant Fund, Police Communications Cost Center, Other Expense Account, 9-1-1 Grant Program.

Background:

In 2021, the ADOA State 9-1-1 Office conducted a competitive process and awarded AT&T the contract for Next Generation 9-1-1 Call Handling Equipment. The network and call handling equipment quotes provided by the vendors offered 9-1-1 services at a lower cost than the Maricopa Region was operating.

In 2023, the Maricopa Association of Governments (MAG) commissioned a 9-1-1 Study Committee to evaluate 9-1-1 services in the Maricopa Region. The Study Committee included public safety agencies throughout the Maricopa Region, including City of Chandler representatives. The 9-1-1 Study Committee contracted Federal Engineering as the consultant to review the options and make recommendations on regional 9-1-1 services. The final determination by MAG was

to sunset the Maricopa Region 9-1-1 technical team and transition all Public Safety Answering Points (PSAPs) to contracted services through AT&T for Maricopa Region's 9-1-1 services.

AT&T will continue to provide interoperability solutions between agencies, including the ability to answer 9-1-1 calls from another agency. Service level agreements were negotiated between the State 9-1-1 Office and the contracted vendors to ensure accountability on 9-1-1 services. The reduced cost provides the State 9-1-1 Office opportunities to evaluate the latest technology available for 9-1-1 Emergency Communications Centers and potentially provides additional funding.

Discussion:

City Council previously approved the purchase of 9-1-1 call handling equipment of $1,327,644.57 and a partial contingency transfer of $536,153 on September 12, 2024. This resolution updates that previous approval with new information from the vendor and a grant agreement with the ADOA, with approval for the Chief of Police or designee to execute.

Financial Implications:

The service contract will cover 60 months of service beginning January 2025 and be fully reimbursed by the ADOA's State 9-1-1 Office. The breakdown by fiscal year, to include amounts approved on September 12, 2024, and the addition of a logging recorder, sales tax, and administrative fees, is:

FY 2024-25, $633,582 (increase of $97,429)
FY 2025-26, $200,760 (increase of $14,527)
FY 2026-27, $200,760 (increase of $14,527)
FY 2027-28, $200,760 (increase of $14,527)
FY 2028-29, $200,760 (increase of $14,527)
FY 2029-30, $108,745 (increase of $62,187)

Payments totaling $1,545,367 over 60 months will be applied to the Grant Fund, Police Communications Cost Center, Other Expense Account, 9-1-1 Grant Program (217.2060.5818.0.3PD230), and the revenue to reimburse for payments will be applied to the Grant Fund, Police State Grants Account, 9-1-1 Grant Program (217.0.4532.0.3PD230). An appropriation contingency transfer is needed to spend the reimbursable $633,582 in year 1 by transferring appropriation from the General Fund, Non-Departmental, Contingency Account (101.1290.5911) to the Grant Fund, Police Communications Cost Center, Other Expense Account, 9-1-1 Grant Program (217.2060.5818.0.3PD230).

Attachments

Grant Agreement
Resolution 5892

ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
GRANT AGREEMENT

Grant Number: ADOA-AZ911-25-03

This Grant Agreement (**"Agreement"**) is between the City of Chandler, Arizona on behalf of the Chandler Police Department, acting as System Administrator, (**"Grantee"**), participating and the State of Arizona, acting through the Arizona Department of Administration (**"ADOA"**), (sometimes, individually, a **"Party,"** or collectively, **"Parties"**).

AUTHORIZATION

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on July 1, 2024 and terminate on June 30, 2025. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, sixty (60) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

OBLIGATIONS OF THE PARTIES

5. Responsibilities of the Grantee:
   - 5.1. Grantee agrees that grant funds will be used in accordance with the approved application, applicable statutes, program rules, guidelines and special conditions. ADOA supports the use of these funds in accordance with the ARS § 41-704 for activities such as:
     - 5.1.1. Adoption and operation of Next Generation 9-1-1 (NG9-1-1) services and applications, including monthly recurring costs for 9-1-1 equipment, network, maintenance, and hardware and software support
     - 5.1.2. Facilitate the migration of the State's PSAPs to the Next Generation of 9-1-1 capability
     - 5.1.3. Migration to an Emergency Services IP-enabled (ESINet) network
     - 5.1.4. Solutions that meet or exceed the National Emergency Number Association (NENA), Federal Communications Commission (FCC), international, and industry standards or requirements.
     - 5.1.5. The National Emergency Number Association (NENA) defines NG9-1-1 as: "An Internet Protocol (IP) based system comprised of managed Emergency Services IP networks (ESInets), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provides additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected

communications sources, and provide multimedia data capabilities for Public Safety Answering Points (PSAPs) and other emergency services organizations."

5.2. Grantee agrees that the following activities will be reimbursed only through Administrative Cost and subject to the aggregate limitation on such costs:

5.2.1. Personnel. Costs associated with administrative oversight of managing local contracts and technical support. Costs associated with GIS coordinator, if it is an employee of the System Administrator's agency.

5.2.2. Fringe Benefits. Employee related expenses associated with administrative oversight of managing local contracts and/or GIS coordinator.

5.2.3. Travel. Travel requests for training, conferences, etc. related to System Administrator and/or GIS coordinator functions. Travel costs will only be reimbursed based on the State rate per diem identified in SAAM 50.

5.2.4. Supplies. Costs associated with supplies related to System Administration functions.

5.2.5. Other Costs. Training or education assistance related to System Administration and/or GIS coordinator functions.

5.3. Grantee agrees that it will submit financial and activity reports to ADOA in a format provided by ADOA, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

5.4. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.

5.5. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by ADOA.

5.6. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.

5.7. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.

5.8. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.

5.9. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.

5.10. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.

5.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.

5.12. Required activity and financial reports are submitted according to the following schedule(s):

	ACTIVITY REPORTS	
	Report Due:	**Due Date:**
	GIS Data Submissions	Quarter 1 September 30, 2024 Quarter 2 December 31, 2024 Quarter 3 March 31st, 2025 Quarter 4 June 30th, 2025

FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

*More frequent reports may be required for GRANTEES who are considered high risk.

6. Responsibilities of the State:

6.1. It is agreed and understood that the total to be paid by ADOA under this Agreement shall not exceed $633,581 in state funds.

6.2. Once the financial reimbursement request is approved by ADOA, payment to Grantee will be completed within 5 business days.

6.3.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual/Outside Services	$623,194
Construction	$0.00

Other Costs	$10,387
Total	$633,581

UNIFORM TERMS AND CONDITIONS

7. Grant Administration and Operation

   7.1. Records. Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain any and all Data and other "records" relating to the acquisition and performance of the agreement for a period of five (5) years after the completion of the award. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the grantee shall produce a legible copy of any or all such records.

   7.2. Non-Discrimination. The grantee shall comply with State Executive Orders No. 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

   7.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this agreement and five (5) years thereafter, the grantee's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the agreement.

   7.4. Facilities Inspection and Materials Testing. The grantee agrees to permit access to its facilities, and the grantee's processes or services, at reasonable times for inspection of the facilities or Materials covered under this award as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this award. Neither inspection of the grantees facilities nor Materials testing shall constitute final acceptance of the Materials or Services.

   7.5. Advertising, Publishing and Promotion of Award. The grantee shall not use, advertise or promote information for commercial benefit concerning this award without the prior written approval of the Grants Administrator.

8. Federal Immigration and Nationality Act. Grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the award. The State shall retain the right to perform random audits of grantee records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the grantee be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the award for default and suspension.

9. E-Verify Requirements. In accordance with A.R.S. § 41-4401, grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

10. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

    10.1.1. Accept a decrease in award offered to the grantee;

    10.1.2. Cancel the award; or

    10.1.3. Cancel the award and re-solicit the requirements.

11. Personnel. Grantee warrants that its personnel will perform their duties under the agreement in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the award. Grantee further warrants that its key personnel will maintain any and all certifications relevant to their work, and grantee shall provide individual evidence of certification to State's authorized representatives upon request.

12. False Statements. Grantee represents and warrants that all statements and information grantee prepared and submitted in response to the Solicitation or as part of the grantee documents are current, complete, true, and accurate. If the Grants Administrator determines that grantee submitted an application with a false statement, or makes material misrepresentations during the performance of the award, the Grants Administrator may determine that grantee has materially breached the agreement and may void the submitted application and any resulting agreement.

13. Agreement Termination

    13.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement within three (3) years after agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the grantee receives written notice of the cancellation unless the notice specifies a later time. If the grantee is a political subdivision of the State, it may also cancel this award as provided in A.R.S. § 38-511.

    13.2. Termination for Convenience. The State reserves the right to terminate the agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the grantee shall stop all work, as directed in the notice, notify all contractors of the effective date of the termination and minimize all further costs to the State. The grantee shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

14. Agreement Claims. All agreement claims or controversies under this agreement shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

15. Arbitration. The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required byA.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

16. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

17. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

18. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

19. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.

20. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

21. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

22. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways

reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

23. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.

24. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

25. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

26. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.

27. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.RS. § 12-1518, except as may be required by other applicable statutes.

28. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

29. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

30. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:

Arizona Department of Administration
Arizona 9-1-1 Program
100 North 15th Avenue, Suite 302
Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

B. If to the GRANTEE:

City of Chandler, Arizona on behalf of the Chandler Police Department
Mail Stop 303 P.O. Box 4008
Chandler, AZ 85244-4008
ATTENTION: Michelle Potts

Arizona Department of Administration
Arizona 9-1-1 Program

GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must submit a current service plan to ADOA. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.

2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.

3. GRANTEE must notify ADOA within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA assumes responsibility of the duties under this agreement.

4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: https://gao.az.gov

5. GRANTEE agrees to share GIS data, at minimum, once per quarter (4) times per fiscal year upon request from ADOA, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.

6. GRANTEE agrees to allow ADOA to deploy a data analytic tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.

7. GRANTEE agrees to work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program to implement text-to-9-1-1 service.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.
FOR GRANTEE:

Authorized Signatory	Date
Printed Name and Title	
Additional signature(s) if required by political subdivision	Date
Printed Name and Title	Date

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

Arizona 9-1-1 Program Arizona Department of Administration	Date

APPROVED AS TO FORM:

_____
CITY ATTORNEY
EPW

RESOLUTION NO. 5892

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE GRANT AGREEMENT BETWEEN THE CITY OF CHANDLER, ARIZONA ON BEHALF OF THE CHANDLER POLICE DEPARTMENT AND THE ARIZONA DEPARTMENT OF ADMINISTRATION FOR THE ACCEPTANCE OF FINANCIAL REIMBURSEMENT FOR THE PURCHASE OF 9-1-1 CALL HANDLING EQUIPMENT AND RELATED SERVICES.

WHEREAS, the Maricopa County Association of Governments commissioned a 9-1-1 Study Committee to evaluate 9-1-1 services in the Maricopa Region resulting in the determination to sunset the Maricopa Region 9-1-1 technical team and transition all Public Safety Answering Points (PSAPs) to contracted services through AT&T for the Maricopa Region's 9-1-1 services; and

WHEREAS, on September 12, 2024, the City Council of the City of Chandler, Arizona, approved the purchase of 9-1-1 call-handling equipment, utilizing the State of Arizona Contract No. CTR055782, with AT&T Corp. for Fiscal Years 2024-25 through 2029-30 in an amount not to exceed $1,327,644.57; and

WHEREAS, pursuant to A.R.S. § 41-704, the Arizona Department of Administration is authorized to administer the emergency telecommunications services revolving fund in accordance with A.R.S. § 11-951, 11-952, and 41-101.01; and

WHEREAS, the Chandler Police Department (the "Department") will receive reimbursement in the amount not to exceed $633,581 for FY 2024-25 for the purchase of the 9-1-1 call handling equipment and related services; and

WHEREAS, the City Manager's Office has reviewed the grant agreement materials and believes the financial reimbursement described in the grant agreement as being for government related services that benefit the general public and is consistent with the City's Administrative Regulation regarding such agreements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. Authorizing the grant agreement between the City of Chandler, Arizona on behalf of the Chandler Police Department and the Arizona Department of Administration for the acceptance of financial reimbursement for the purchase of 9-1-1 call handling equipment and related services in the amount not to exceed $633,582.

Section 2. Authorizing the Police Chief of the Chandler Police Department, or his designee, to execute the grant agreement and any other necessary or desirable instruments in connection with such grant agreement and take such actions necessary to comply with the terms of the grant agreement and perform all acts necessary to give effect to this Resolution.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ___ day of March, 2025.

ATTEST:

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5892 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____day of March, 2025, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY EPW

CHANDLER arizona
Community of Innovation

City Council Memorandum Police Memo No. N/A

Date:	March 24, 2025
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Tadd Wille, Assistant City Manager Bryan Chapman, Police Chief
From:	Michelle Potts, Police Communications Technology Senior Manager
Subject:	Purchase of Milestone Video Management System (VMS)

Proposed Motion:

Move City Council approve the purchase and implementation of the milestone video management system (VMS), utilizing the State of Arizona Contract No. CTR056385, with Premise One, LLC, in an amount not to exceed $305,494.

Background/Discussion:

The Chandler Real Time Operations Center (RTOC) opened in July 2024. Its goal is to leverage technology to provide immediate information to officers in the field. One of the most valuable tools in the RTOC is access to the traffic video network provided by the City of Chandler's Transportation Engineering Division. The current video network is not designed for the capabilities required by law enforcement and the RTOC. The addition of a Milestone Video Management System will provide the Police Department with the ability to manage, record, and utilize traffic camera footage for public safety and investigative purposes. The Police Department currently maintains policies to protect confidential data and ensure recorded information is used solely for public safety reasons.

Evaluation:

The State of Arizona competitively solicited and awarded a contract for security and protection systems to Premise One, LLC. The City has a current agreement with the State of Arizona allowing for the cooperative usage of the State's contracts.Staff recommend the cooperative use of this contract because it offers significant discounts.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
202.2010.6314.0.0.0	Police Forfeiture Fund	N/A	$305,494	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Police Memo No. N/A

Date:	March 24, 2025
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Tadd Wille, Assistant City Manager Bryan Chapman, Police Chief
From:	Donny Witt, Police Technology Senior Manager
Subject:	Purchase of Exterior Security Camera Replacements

Proposed Motion:

Move City Council approve the purchase of exterior security camera replacements, from APL Access and Security, Inc., utilizing the State of Arizona Contract No. CTR056377, in an amount not to exceed $263,908.42.

Background/Discussion:

The Chandler Police Department (CPD) maintains 250 cameras at locations throughout the city and needs to purchase 118 external security cameras to replace failing or failed cameras. The cameras needing replacement are seven years old or older, no longer covered by a warranty, and are failing due to environmental exposure.

CPD worked with the Buildings and Facilities Division and the Information Technology Department to standardize city infrastructure on a united citywide camera system. These new cameras will be compliant with the new citywide standards.

Evaluation:

The State of Arizona competitively solicited and awarded a contract for security and protection systems to APL Access and Security, Inc. The City has a current agreement with the State of Arizona allowing for the cooperative usage of the State's contracts. The State contract is valid through July 28, 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.2100.6317.0000.6PD648	Gen'l Govt Capital Project	Security Camera Replacement	$263,908.42	Y

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** RE25-001

Date: March 24, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Daniel Haskins, Capital Projects Division Manager
From: Erich Kuntze, Real Estate Administrator
Subject: Resolution No. 5836 Authorizing the Acquisition of Strips of Land Within Existing Alleyways to Complete the PM10-2024 Dust Control Project

Proposed Motion:

Move City Council pass and adopt Resolution No. 5836 authorizing the acquisition of strips of land within existing alleyways, at appraised value, plus closing costs and escrow fees to complete the PM10-2024 Dust Control Project No. TO555; authorizing the city's real estate administrator to sign the purchase agreements, and any other documents necessary to facilitate these acquisitions; authorizing eminent domain proceedings as needed to acquire the real property and obtain immediate possession thereof; and, authorizing relocation assistance as may be required by law.

Background:

The City of Chandler (City), in coordination with the Arizona Department of Transportation (ADOT) is proposing a dust emissions reduction project on approximately 19.9 miles of alleyways within Chandler. The project will install crushed asphalt milling materials in various alleyways within four separate areas throughout the city as identified in the attached FMA/GRID INDEXES.

The alleyways range from 16 to 20 feet wide and are currently used by homeowners, utility companies, and garbage trucks to access backyards, utility boxes, and garbage cans on a daily basis.

Most of the alleyways consist of a mixture of dirt and gravel surfaces that create

dust from vehicles. Some portions of the alleyways are paved as a result of past commercial and multi-family residential development. The alleyways are located within highly developed areas consisting of mostly single-family residential units. There are also churches, schools, multi-family residential units, and commercial developments adjacent. Most alleyways are lined with concrete masonry walls, but some have wooden or chainlink fences. Various utilities are present within the alleyways including electric, gas, water, sewer, cable, telephone, and internet. The purpose of this project is to improve local air quality by reducing fugitive dust within the project area. Construction is expected to begin in spring or summer of 2026 after the Water Main Replacement Project WA2203 is completed.

The purpose of this project is to improve local air quality by reducing fugitive dust within the project area.

Financial Implications:

Funding for the project will be paid from a federal grant. Funds for acquisition of the property acquisitions have been provided for in the project.

Attachments

Resolution No. 5836

Location Map

RE25-001

RE25-001

RE25-001

RE25-001

RE25-001

RESOLUTION NO. 5836

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ACQUISITION OF STRIPS OF LAND WITHIN EXISTING ALLEYWAYS AT APPRAISED VALUE, PLUS CLOSING COSTS AND ESCROW FEES TO COMPLETE THE PM10-2024 DUST CONTROL PROJECT TO555; AUTHORIZING THE CITY'S REAL ESTATE ADMINISTRATOR TO SIGN THE PURCHASE AGREEMENTS, AND ANY OTHER DOCUMENTS NECESSARY TO FACILITATE THESE ACQUISITIONS; AUTHORIZING EMINENT DOMAIN PROCEEDINGS AS NEEDED TO ACQUIRE THE REAL PROPERTY AND OBTAIN IMMEDIATE POSSESSION THEREOF; AND, AUTHORIZING RELOCATION ASSISTANCE AS MAY BE REQUIRED BY LAW.

WHEREAS, the City of Chandler (City), in coordination with the Arizona Department of Transportation (ADOT) is proposing a dust emissions reduction project on approximately 19.9 miles of alleyways within Chandler in four separate areas in the City as identified in Exhibit "A"; and

WHEREAS, staff has determined that there are strips of land within the alleys that are privately owned but necessary to complete the project, as depicted in Exhibit "B"; and

WHEREAS, it is necessary to acquire the underlying fee ownership of these privately-owned parcels to complete the work.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, as follows:

Section 1. Determines that the acquisition of real property rights in fee for the PM10-2024 Dust Control Project TO555, as depicted in Exhibit "B" attached hereto and made a part hereof, is for a public and necessary purpose, and is in the best interest of the citizens of the City of Chandler.

Section 2. Authorizes and directs the city to purchase the parcels described in Exhibit "B" for an amount equal to the market value to be acquired as determined by appraisal, or as approved by the Public Works & Utilities Director at an amount not exceeding the appraisal by ten percent (10%) or up to $50,000. Written offers must be in a form approved by the Chandler City Attorney prior to being deposited into escrow and each purchase agreement entered into with a property owner must be approved as to form by the Chandler City Attorney before being deposited into escrow.

Section 3. Subject to Section 2 above, authorizes the City's Real Estate Administrator, any city real estate officer acting on the Administrator's behalf, or any retained right-

of-way consultant acting at the direction of the Real Estate Administrator, to make written offers for the properties and, where accepted, to execute, deliver and deposit into escrow as required, the approved purchase agreement along with all other documents and instructions necessary to consummate the purchase of said real property.

Section 4. Where any such written offer is not accepted within a reasonable period of time for negotiation, authorizes and directs the Chandler City Attorney to commence condemnation (eminent domain) proceedings to acquire, in the name of the City of Chandler, the real property, including any improvements thereon, and to secure immediate possession of the property for the public purpose of constructing improvements and resurfacing city alleys, and further to perform all acts necessary in furtherance of the acquisition of title to and immediate possession of the property.

Section 5. Authorizes the provision of relocation assistance, including benefits, as may be required by law. The City's Real Estate Administrator will make the initial determination of any of any claim received for relocation benefits; any administrative appeal from such decision will be considered and acted upon by and through the Real Estate Administrator or persons acting under the Administrator's direction or on the Administrator's behalf for such purpose, whose decision will be final in accordance with applicable law.

Section 6. Directs that if city staff are unable to acquire any needed real property rights through voluntary sale by the property owner, the City Council will meet in executive session pursuant to ARS § 38-431.03 to discuss the matter prior to commencement of condemnation proceedings as described above. This provision does not apply to condemnation proceedings requested by the property owner or properties located outside the City's incorporated limits.

PASSED AND ADOPTED by the City Council this _____day of _____, 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5836 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2025, and that a quorum was present thereat.

_____

CITY CLERK

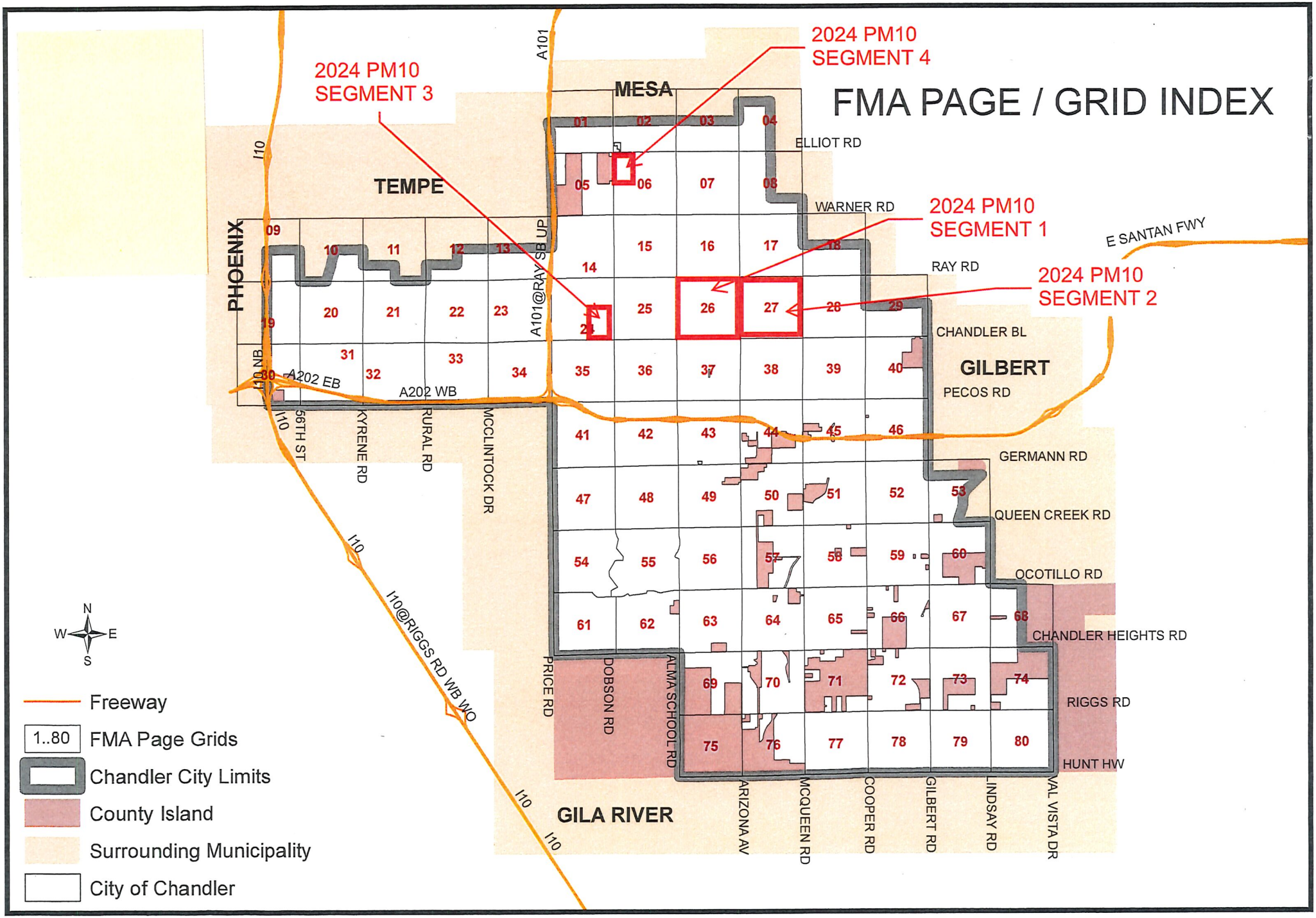
APPROVED AS TO FORM:

_____

CITY ATTORNEY

EXHIBIT “A”

FMA PAGE / GRID INDEX

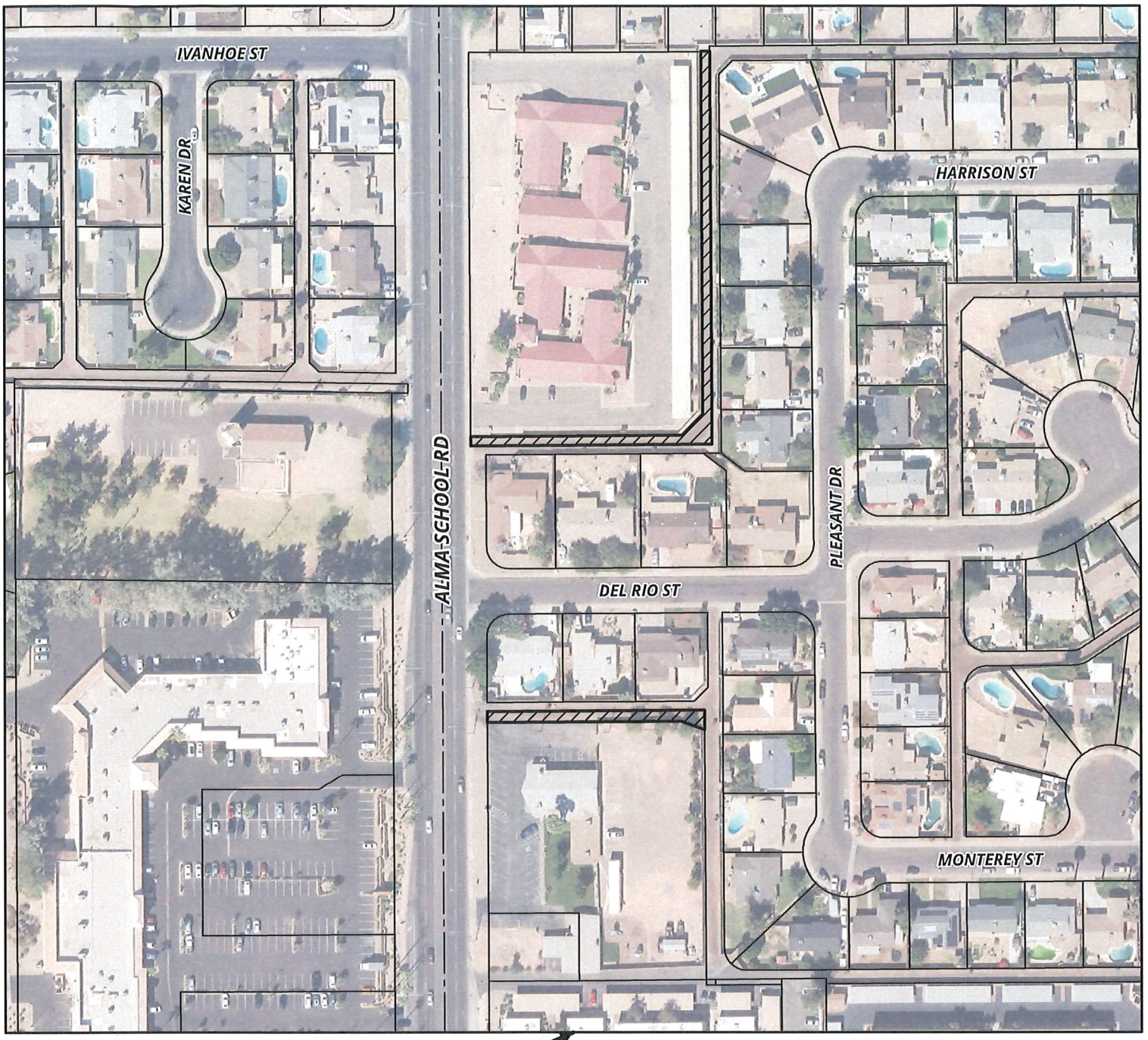


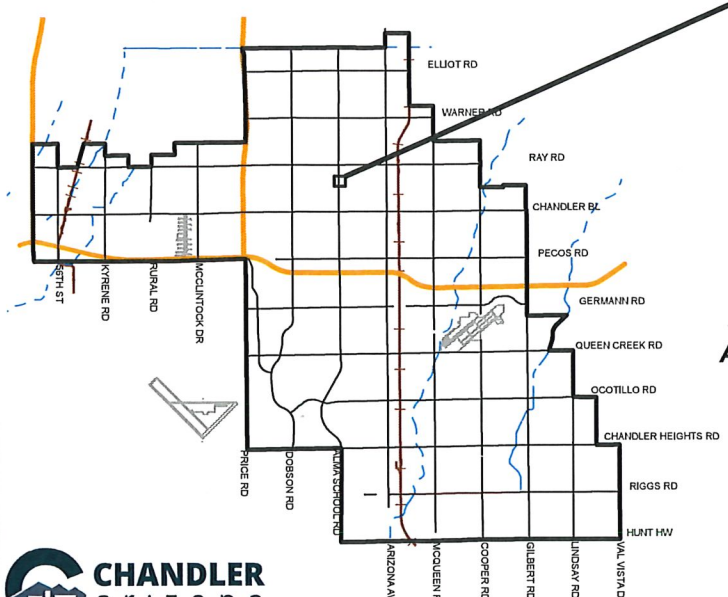
Map Prepared by the City of Chandler GIS Services

Source: COC Enterprise GIS Map Date: 1/2023
..\MARS\FIRE INDEX REFERENCE MAPS\05 FMA PAGE GRID INDEX.mxd

The City of Chandler makes no warranties, written or implied, regarding the information on this map.

EXHIBIT “B”





RESOLUTION NO. 5836 AUTHORIZING THE ACQUISITION OF THE STRIPS OF LAND WITHIN EXISTING CITY OF CHANDLER ALLEYWAYS THAT ARE REQUIRED TO COMPLETE THE PM10-2024 DUST CONTROL PROJECT TO555 AS DEPICTED IN EXHIBIT "B" ATTACHED HERETO, AT APPRAISED VALUE, PLUS CLOSING COSTS AND ESCROW FEES, AND AUTHORIZING THE CITY'S REAL ESTATE ADMINISTRATOR TO SIGN, ON BEHALF OF THE CITY, THE PURCHASE AGREEMENTS, AND ANY OTHER DOCUMENTS NECESSARY TO FACILITATE THESE ACQUISITIONS; AUTHORIZING EMINENT DOMAIN PROCEEDINGS AS NEEDED TO ACQUIRE SAID REAL PROPERTY AND OBTAIN IMMEDIATE POSSESSION THEREOF; AND RELOCATION ASSISTANCE AS MAY BE REQUIRED BY LAW

MEMO NO. RE25-001

PROJECT AREA

NTS

CHANDLER arizona

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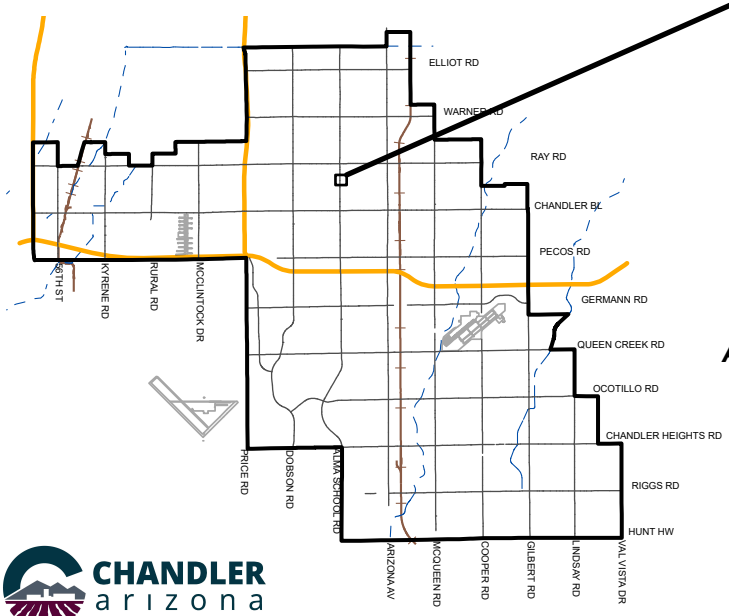

RESOLUTION NO. 5836 AUTHORIZING THE ACQUISITION OF THE STRIPS OF LAND WITHIN EXISTING CITY OF CHANDLER ALLEYWAYS THAT ARE REQUIRED TO COMPLETE THE PM10-2024 DUST CONTROL PROJECT TO555 AS DEPICTED IN EXHIBIT "A" ATTACHED HERETO, AT APPRAISED VALUE, PLUS CLOSING COSTS AND ESCROW FEES, AND AUTHORIZING THE CITY'S REAL ESTATE ADMINISTRATOR TO SIGN, ON BEHALF OF THE CITY, THE PURCHASE AGREEMENTS, AND ANY OTHER DOCUMENTS NECESSARY TO FACILITATE THESE ACQUISITIONS; AUTHORIZING EMINENT DOMAIN PROCEEDINGS AS NEEDED TO ACQUIRE SAID REAL PROPERTY AND OBTAIN IMMEDIATE POSSESSION THEREOF; AND RELOCATION ASSISTANCE AS MAY BE REQUIRED BY LAW

MEMO NO. RE25-001

PROJECT AREA

NTS

CHANDLER arizona

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CHANDLER arizona

2024 ALLEY PM/10 REHAB
SEGMENT 1

NTS
ChanGIS

- 2024/2025 SURVEY MONUMENT
- 2024/2025 BRASS CAP
- 2024/2025 WATER VALVE
- 2024/2025 SEWER CLEANOUT
- 2024/2025 SEWER MANHOLE
- 2024/2025 STORM DRAIN
- 2024/2025, ALLEY PM10 REHAB
- SCHOOL SITE

FMA PAGE 26	
FEATURE	**COUNT**
SURVEY MONUMENT	0
BRASS CAP	0
SEWER MANHOLE	37
SEWER CLEANOUT	20
STORM DRAIN	0
WATER VALVES	22

NOTE:
THE CITY OF CHANDLER IS NOT RESPONSIBLE FOR EXACT UTILITY REPRESENTATION OR LOCATIONS PROVIDED ON THESE MAPS.

Alley Mileage: 11.27 Miles

FMA Page 26

Attachment 4

Path: F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Streets\STREETS PAVEMENT HISTORY\2023-2024 PAVEMENT MAINTENANCE\2023-2024_ALLEY_AND_SHOULDER_PM_10\2023_2024_Pavement_Maintenance.aprx User: maricelah

CHANDLER arizona

2024 ALLEY PM/10 REHAB
SEGMENT 2

NTS
ChanGIS

2024/2025 SURVEY MONUMENT

2024/2025 BRASS CAP

2024/2025 WATER VALVE

2024/2025 SEWER CLEANOUT

2024/2025 SEWER MANHOLE

2024/2025 STORM DRAIN

2024/2025, ALLEY PM10 REHAB

SCHOOL SITE

NOTE:
THE CITY OF CHANDLER IS NOT RESPONSIBLE FOR EXACT UTILITY REPRESENTATION OR LOCATIONS PROVIDED ON THESE MAPS.

FMA PAGE 27	
FEATURE	**COUNT**
SURVEY MONUMENT	0
BRASS CAP	0
SEWER MANHOLE	33
SEWER CLEANOUT	7
STORM DRAIN	0
WATER VALVES	0

Alley Mileage: 5.12 Miles

FMA Page 27

Attachment 6

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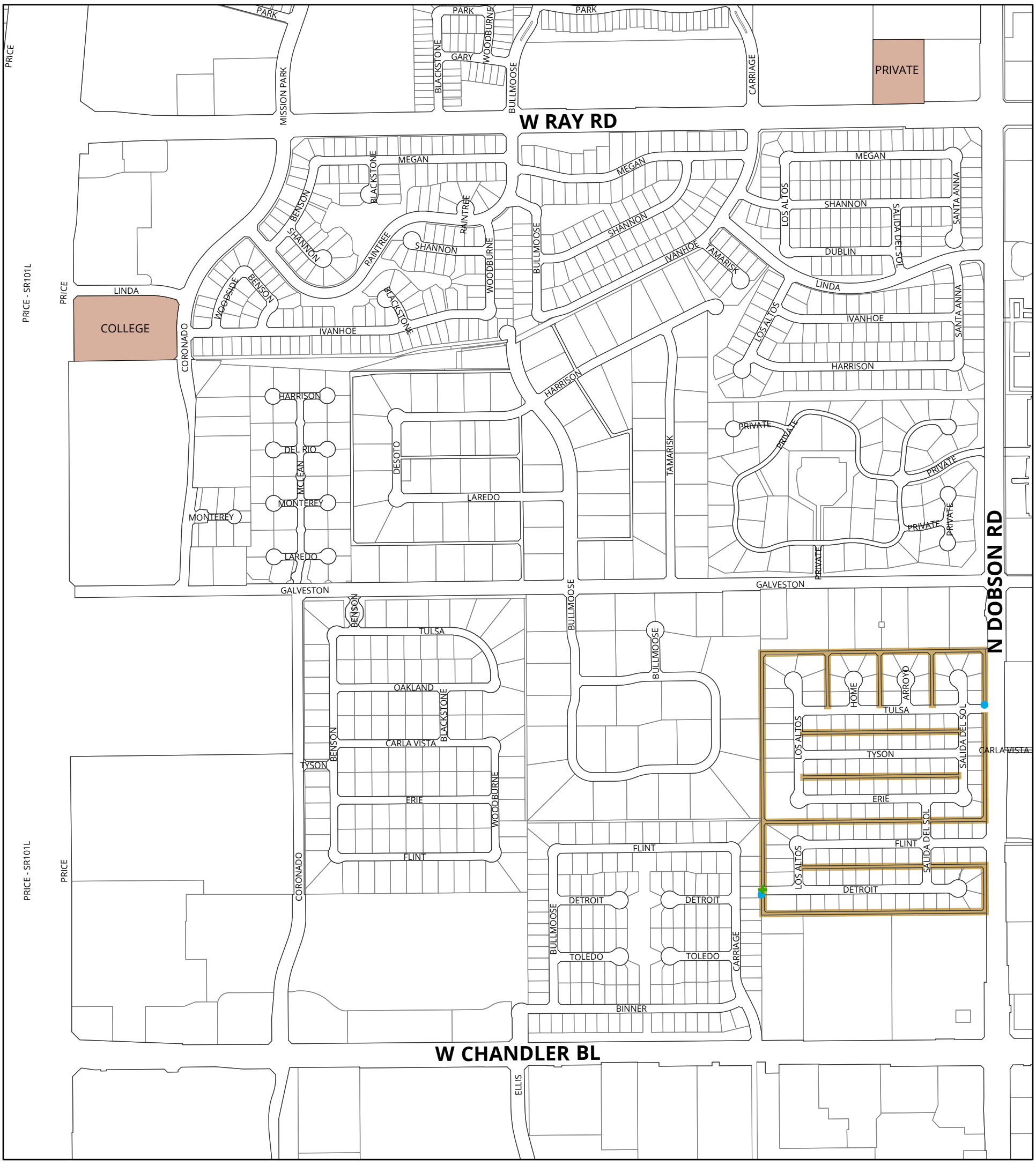
CHANDLER arizona

2024 ALLEY PM/10 REHAB
SEGMENT 3

NTS
ChanGIS



- 2024/2025 SURVEY MONUMENT
- 2024/2025 BRASS CAP
- 2024/2025 WATER VALVE
- 2024/2025 SEWER CLEANOUT
- 2024/2025 SEWER MANHOLE
- 2024/2025 STORM DRAIN
- 2024/2025, ALLEY PM10 REHAB
- SCHOOL SITE

NOTE:
THE CITY OF CHANDLER IS NOT RESPONSIBLE FOR EXACT UTILITY REPRESENTATION OR LOCATIONS PROVIDED ON THESE MAPS.

FMA PAGE 24	
FEATURE	**COUNT**
SURVEY MONUMENT	0
BRASS CAP	0
SEWER MANHOLE	1
SEWER CLEANOUT	0
STORM DRAIN	0
WATER VALVES	2

Alley Mileage: 1.90 Miles

FMA Page 24

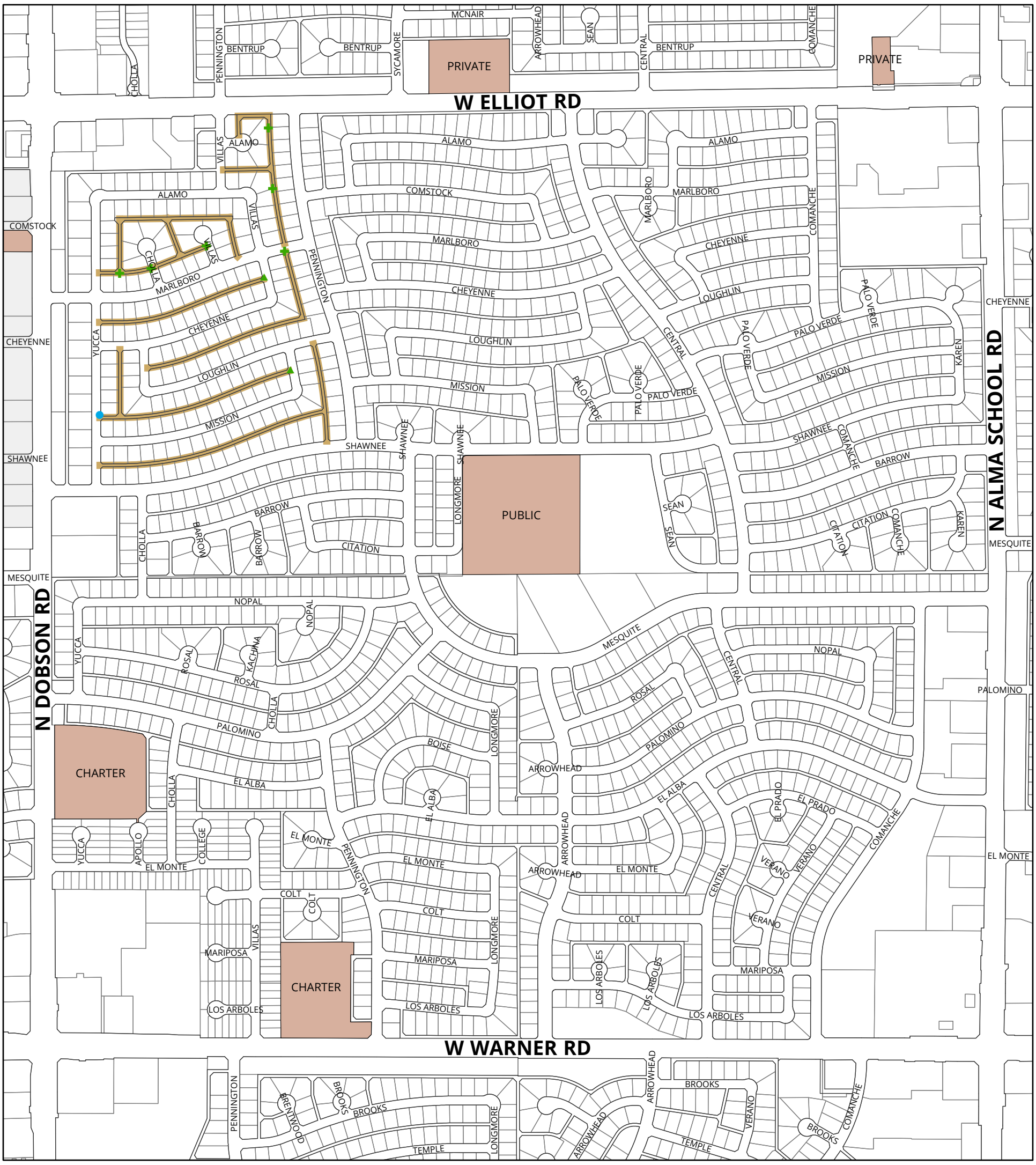
Attachment 2

Path: F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Streets\STREETS PAVEMENT HISTORY\2023-2024 PAVEMENT MAINTENANCE\2023-2024_ALLEY_AND_SHOULDER_PM_10\2023_2024_Pavement_Maintenance.aprx User: maricelah

CHANDLER arizona

NTS
ChanGIS

2024 ALLEY PM/10 REHAB
SEGMENT 4



- 2024/2025 SURVEY MONUMENT
- 2024/2025 BRASS CAP
- 2024/2025 WATER VALVE
- 2024/2025 SEWER CLEANOUT
- 2024/2025 SEWER MANHOLE
- 2024/2025 STORM DRAIN
- 2024/2025, ALLEY PM10 REHAB
- SCHOOL SITE

NOTE:
THE CITY OF CHANDLER IS NOT RESPONSIBLE FOR EXACT UTILITY REPRESENTATION OR LOCATIONS PROVIDED ON THESE MAPS.

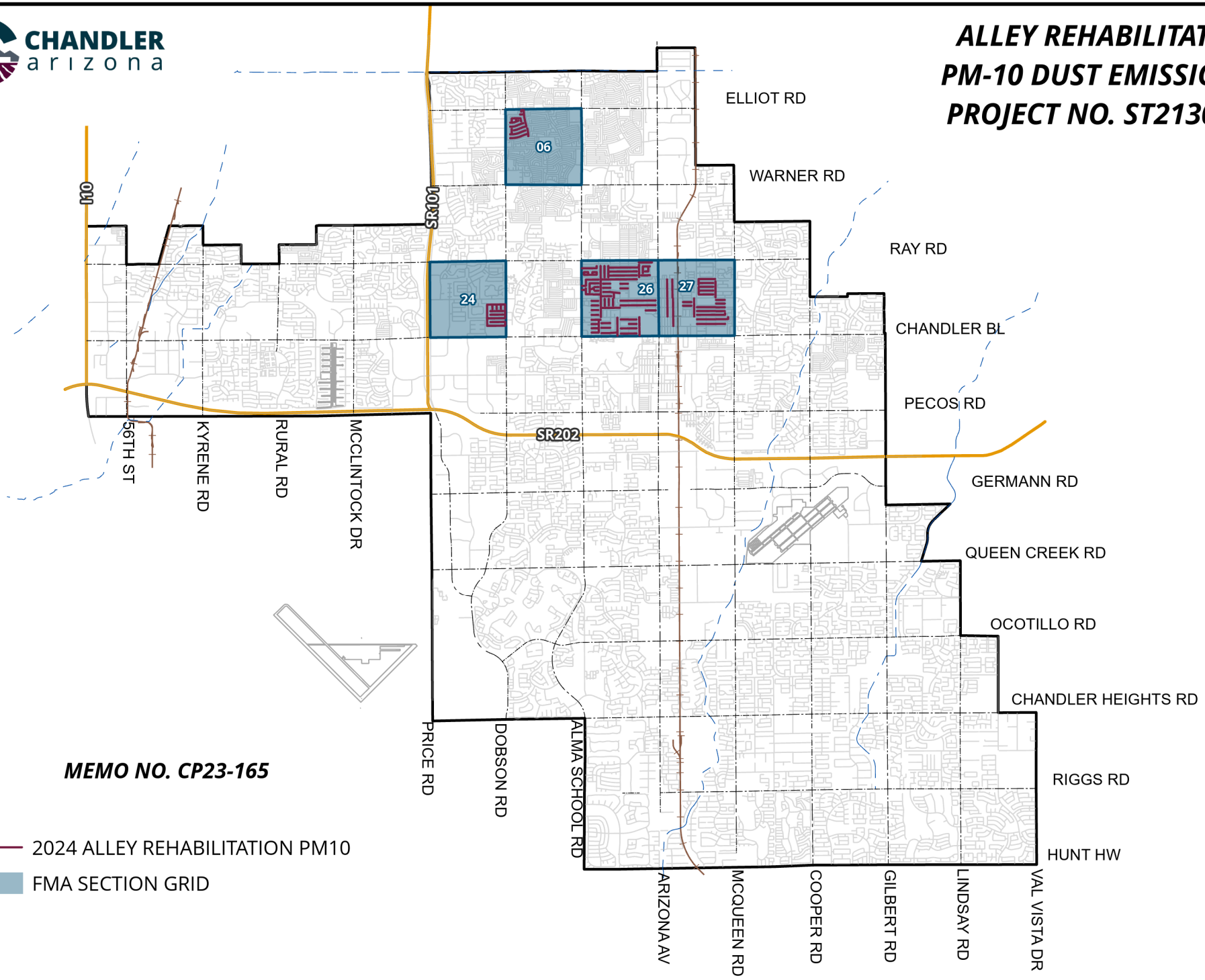
Alley Mileage: 1.7 Miles

FMA Page 6

Path: F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Streets\STREETS PAVEMENT HISTORY\2023-2024 PAVEMENT MAINTENANCE\2023-2024_ALLEY_AND_SHOULDER_PM_10\2023_2024_Pavement_Maintenance.aprx User: MaricelaH

CHANDLER arizona

ALLEY REHABILITATION
PM-10 DUST EMISSIONS 3
PROJECT NO. ST2130.201



MEMO NO. CP23-165

2024 ALLEY REHABILITATION PM10

FMA SECTION GRID

NTS

ChanGIS

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CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP25-075

Date: March 24, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Daniel Haskins, Capital Projects Division Manager
From: Ivan Magana, Engineer
Subject: Professional Services Agreement No. WA2501.201, with Dick & Fritsche Design Group, Inc., for the Pecos Surface Water Treatment Plant Large Conference Room Design Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. WA2501.201, to Dick & Fritsche Design Group, Inc., for the Pecos Surface Water Treatment Plant Large Conference Room Design Services, in an amount not to exceed $120,375.

Background/Discussion:

The Pecos Surface Water Treatment Plant (PSWTP), located at 1475 East Pecos Road, was put into service in 1989, with its last expansion in 2006. This facility serves as the central hub for the city's water system with the capacity to treat 60 million gallons per day and provides potable water to over 275,000 Chandler residents, businesses, and industrial customers. The PSWTP facility houses four different work groups within the Public Works and Utilities Department, including Plant Operations, Water Systems Maintenance, Plant Utilities Maintenance, and Water Quality, with an approximate total of 50 city personnel.

This project will expand the PSWTP administration building to provide a much-needed conference room and training space. The new space will also be equipped with additional communications, technology equipment and video monitors to allow monitoring of the City's utility and traffic operations from a central location and act as the Public Works and Utilities Department operations center in case of an emergency. This setup meets the requirements of the America’s Water

Infrastructure Act of 2018 by providing room and resources to serve the department as the Emergency Operations Center (EOC) in times of need.

The project scope of work consists of architectural and engineering services, including civil, structural, mechanical, electrical, and plumbing disciplines, to prepare the construction documents for the new building and its associated site improvements. This scope also includes developing a geotechnical report, detailed construction plans, and specifications. The agreement completion time is 365 calendar days following Notice to Proceed.

Evaluation:

The selection process was conducted in accordance with city policy and procedure and state law. This project is being performed under the Direct Select process from our On-Call Consultant Pre-Qualified List for Architectural Services. Staff recommends approval of this agreement with Dick & Fritsche Design Group, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3820.6210.0.6WA690	Water Operating	Utility Emergency Operations Center	$72,225	Y
615.3910.5219.0.6WA690	Wastewater Operating	Utility Emergency Operations Center	$48,150	Y

Attachments

Agreement
WA2501.201 Map

PROFESSIONAL SERVICES AGREEMENT
Design Services

Pecos Surface Water Treatment Plant Large Conference Room

Project No. WA2501.201

Council Date: March 27, 2025

This Agreement ("Agreement") is made and entered into on the _____ day of_____, 2025 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City''), and **Dick & Fritsche Design Group, Inc.,** an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide **Design Services** for **Pecos Surface Water Treatment Plant Large Conference Room** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to enter into an Agreement with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **365** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **$120,375** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.Haskins@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: **Ivan Magana,** Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3362 Email: Ivan.Magana@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	Dick & Fritsche Design Group, Inc.
	Mailing Address:	4545 E. McKinley Street, Phoenix, AZ 85008
	Physical Address:	4545 E. McKinley Street, Phoenix, AZ 85008
	Statutory Agent Name:	Buchalter (Steven Fox)
	Statutory Agent Mailing Address:	15279 N. Scottsdale Road, Suite 400 Scottsdale, AZ 85254-2659
	Statutory Agent Physical Address:	15279 N. Scottsdale Road, Suite 400 Scottsdale, AZ 85254-2659
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Chad Billings
	Title:	Vice President
	Phone:	602-954-9060
	Email:	cbillings@dfdg.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final Agreement payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its Agreements with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the

accuracy of all cost and pricing data. City reserves the right to decrease Agreement price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section Ill of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section Ill of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("lndemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("lndemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify lndemnitee from and against any and all Claims, except those arising solely from lndemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against lndemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or

compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding an Agreement to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding an Agreement to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of Agreement award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other Agreement with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession

and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject

matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Subconsultant Documents with Consultant (if applicable)
Exhibit F - Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

5.44 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.45 License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
DICK & FRITSCHE DESIGN GROUP, INC.

2/25/2025
Signature Date

Chad Billings
Print Name

Vice President
Title

cbillings@dfdg.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

EXHIBIT “A” SCOPE OF SERVICES/SCHEDULE

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

   1.1 Consultant will provide services for the design for the development of a large conference & training room for the Pecos SWTP, located at the yard at 1475 East Pecos Road, Chandler, Arizona, all as more specifically described herein below.

   1.2 The facility design includes: Approximately 1,000 SF room, a dedicated IT room, unisex restroom and a storage room. Other associated functions such as restrooms and other support spaces are assumed to be existing to remain outside of the scope. The exterior improvements include a new building addition to generally match the existing facility.

   1.3 The project design, construction, furnishing and equipping budget is not defined and will be established by the Consultant’s cost estimator.

   1.4 Consultant will provide all design services for the Project including, but not limited to architectural, structural, mechanical, plumbing and electrical engineering and cost estimating services in accordance with applicable building codes and Chandler UDM.

   1.5 Site landscape design work is limited to architectural notes as needed to return area adjacent to new addition to existing conditions. Geotechnical engineering report will be provided.

2. ASSIGNMENT:

   2.1 The design Agreement has been awarded to an architect based on their proposed personnel and specified consultants. Any deviations or substitutions of these team members must be pre-approved in writing by City. Those persons listed in Exhibit B will perform those portions of the work listed therein.

3. PROJECT SCHEDULE:

   3.1 Consultant must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.

   3.2 Consultant must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.

3.3 Final deliverables to be delivered in approximately 30 weeks. This includes an SD phase of four (4) weeks followed by a two (2) week owner review. DD will take six (6) weeks followed by a two (2) week owner review. 90% CD will take six (6) weeks followed by a two (2) week owner review. CD will take two (2) weeks followed by a submittal to the City's AHJ for plan review. Plan review is expected to take six (6) weeks.

4. QUALITY CONTROL:

4.1 Consultant must institute and comply with the Design Quality Control Plan attached hereto and made a part hereof by reference.

4.2 As a part of the project design Consultant will develop a quality control plan for the entire construction phase. This Quality Control Plan will establish what elements should and must be seen by each consultant during construction.

5. PRELIMINARY RESEARCH:

5.1 Conduct initial site observation. Site investigation includes topographic survey.

6. UTILITY/AGENCY COORDINATION:

6.1 Project is assumed to connect to existing building utilities and coordination with utility agencies will not be required.

7. GEOTHECHNICAL INVESTIGATION:

7.1 Consultant must perform all soil and pavement borings necessary to complete their work. This is provided by an Allowance assuming not more than one boring will be required.

7.2 Sub-surface soil conditions, established by the geotechnical investigations, must be incorporated into the bid documents in a manner usable to the excavation and foundation bidding and construction.

8. PROGRAMMING:

8.1 City staff has defined the requirements of the Project. The scope includes 1,000 SF EOC room, a dedicated IT room, unisex restroom and a storage room. Ancillary support spaces like a lobby, egress, restrooms and other similar needs will be provided within the existing facility.

8.2 No additional work is included in the Programming Phase.

9. SCHEMATIC DESIGN (30% Document Review):

9.1 When the design is approximately thirty percent complete, Consultant must do the following:

a. Present initial schemes to City and its representatives (to potentially include a contractor). Staff will collaborate with designers to manipulate the plans and mutually decide on the best scheme.

b. The final scheme must incorporate City's comments (and potentially a contractors' comments) and be cleaned up for reference and presentation to City Council if requested.

c. Prepare vertical sections across the site and through the building.

d. Prepare single line elevation drawing(s) and a perspective sketch of the exterior.

e. Submit the project to City for a Development Standards review.

10. DESIGN DEVELOPMENT (60% Documents):

10.1 Based on the approved Schematic Design Documents and any adjustments authorized by City in the program, schedule or construction budget, Consultant must prepare, for approval by City, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. When the design is approximately sixty percent (60%) complete, Consultant must do the following:

a. Allow and invite the Owner's Representative to attend the regular weekly design coordination meetings.

b. Develop a site plan. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans.

c. Collaborate with City to define their requirements for building systems.

d. Create an outline specification.

e. Prepare plans, elevations, sections, schedules and notes as required to fix and describe the project as to civil, architectural, structural, mechanical, electrical, and special systems.

f. Perform code reviews and implement requirements into the design documents.

g. Consultant is required to review and complete the City's Constructability Review Checklist. All applicable checklist items are required to be incorporated in the design documents.

h. Value Engineer the design cooperatively with the entire design team and City's representatives. This effort will occur as early as effectively possible and consist of a focused meeting addressing: relationships of components, construction materials, and building systems.

i. Conduct a full document set (plans & specs) review in the presence of all consultants and City's representatives and any other stakeholders.

j. Submit to City's Project Manager for comment complete drawing set, specifications, drainage & structural calculations in digital PDF format.

k. Schedule review meeting with plan check staff to discuss review comments. Clarify with the plan check staff what the design challenges are and decide the method in which they will be resolved.

11. CONSTRUCTION DOCUMENTS (90% Documents):

11.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by City, Consultant must prepare, for approval by City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. When the design is approximately ninety percent (90%) complete Consultant must do the following:

a. Prepare plans, elevations, sections, schedules, notes and specifications as required to be able to bid and construct the project in its entirety.

b. Provide City of Chandler with a copy of the AutoCAD files. Consultant works in Revit software, so AutoCAD standards are limited to the version created during the export process.

c. Conduct a full document set (plans & Specs) review in the presence of all consultants and City's representatives.

d. Provide document coordination of work performed by separate contractors or by City's own forces (i.e.: systems furniture or exercise equipment provisions & installation, etc.).

e. Prepare a construction cost estimate for verification with the budget.

f. Prepare bid alternates as necessary to assure budget can be met.

g. Submit to City's Project Manager for comment complete drawing set, specifications, drainage & structural calculations in digital PDF format. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

12. BID & AWARD (100% Documents):

12.1 Submit bid documents to Development Services for building permit. All plans, calculations and specifications will be stamped. The specifications will be 8-1/2" x 11" and in electronic format. Plans will be black line digital PDF format. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

12.2 Pick-up plan review comments and resubmit as required to Development Services for approval. After approval, prepare final documents for distribution.

EXHIBIT “B”
COMPENSATION AND FEES

EXHIBIT “B” LUMP SUM COST

	TASK DESCRIPTION		SUBTOTAL
Task 1.0 Project Description			**$ 0.00**
Task 2.0 Assignment			**$ 0.00**
Task 3.0 Project Schedule			**$ 825.00**
	Production Schedule	*$ 825.00*	
Task 4.0 Quality Control			**$ 2,610.00**
	Quality Control Plan	*$ 2,610.00*	
Task 5.0 Preliminary Research			**$ 3,060.00**
	Perform Document Search and Research	*$ 810.00*	
	Investigate Existing Conditions	*$ 1,250.00*	
Sub	Structural Site Visit	*$ 1,000.00*	
Task 6.0 Utility/Agency Coordination			**$ 0.00**
Task 7.0 Geotechnical Investigation			**$ 4,700.00**
Sub	Geotech Report	*$ 4,700.00*	
Task 8.0 Programming			**$ 0.00**
Task 9.0 Schematic Design (30%)			**$ 22,100.00**
	Prepare 30% SD Documents	*$ 14,680.00*	
	CofC Review/Meeting/Site Visit	*$ 1,620.00*	
Sub	Structural Engineering	*$ 1,800.00*	
Sub	MPE Engineering	*$ 4,000.00*	
Task 10.0 Design Development (60%)			**$ 27,960.00**
	Prepare 60% DD Documents	*$ 18,160.00*	
	CofC Review/Meeting/Site Visit	*$ 1,800.00*	
Sub	Structural Engineering	*$ 2,000.00*	
Sub	MPE Engineering	*$ 6,000.00*	

Task 11.0 Construction Documents (90% Documents)				**$ 35,770.00**
	Prepare 90% Plans & Draft Tech Specs	*$*	*17,130.00*	
	CofC Review/Meeting/Site Visit	*$*	*1,140.00*	
Sub	Cost Estimating	*$*	*8,500.00*	
Sub	Structural Engineering	*$*	*1,500.00*	
Sub	MPE Engineering	*$*	*7,500.00*	
Task 12.0 BID & AWARD (100% Documents)				**$ 8,850.00**
	Prepare 100% Plans & Final Tech Specs	*$*	*4,550.00*	
	Permit submittal and Corrections	*$*	*2,470.00*	
	Coordinate & Issue Bid Documents	*$*	*330.00*	
Sub	Structural Engineering	*$*	*500.00*	
Sub	MPE Engineering	*$*	*1000.00*	
ALLOWANCES				**$ 14,500.00**
	Allowance for Printing Expenses at Direct Cost	*$*	*1,000.00*	
	A/V Design	*$*	*3,500.00*	
	Owner Allowance	*$*	*10,000.00*	
		TOTAL COST:		**$ 120,375.00**

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.

1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.

1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written Agreement with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past

completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Consultant must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

3.1.3. Consultant's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)

3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3-year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Agreement.*

3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3 City as Additional Insured. The policies are to contain, or be endorsed to contain, the following provisions:

3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at http://www.chandleraz.gov/udm.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

Any subconsultant assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the Consultant and their subconsultants, and do not apply to the Agreement between the Consultant and the City.

November 8, 2024

schæfer CONNECT

Chad Billings AIA, LEED-AP BD+C, WELL AP

DFDG Architecture
4545 East McKinley Street
Phoenix, AZ 85008

Re: Pecos SWTP-Building Addition.
Schaefer Number: 24-2178

GREETINGS!

We are pleased to offer our updated services for structural engineering design for the new building addition at the above-mentioned site. Our proposal is based on the drawings you sent me on October 16, 2024.

A detailed description of the services that we will provide is listed in the attached Scope of Services.

We appreciate the opportunity to submit this proposal to you and we look forward to working with you on this project. Please review this proposal closely for the scope of services that we plan to provide and contact us if the scope or the associated fee is not in line with your expectations.

Sincerely,

Chris Harper PE, SE
Southwest Region Leader/Principal

Enclosure

schaefer-inc.com
2800 North Central Avenue, Suite 1250
Phoenix, Arizona 85004
800.542.3302

PROJECT DESCRIPTION

schaefer

The following is a description of the project as Schaefer understands it to be:

The project consists of a (1) story, 1,600 sq ft building addition to be constructed at the above referenced site. The project will include coordinating with existing foundation and building slab elevations to prevent differential settlement. We do not anticipate weekly meeting throughout the design or construction phases at this time. The project delivery method for this project will be design, bid, build.

Construction Type:

1. Foundation system assumed to be conventional spread footings at minimum frost depth. Slab on grade is assumed to be soil supported and not require structural support.
2. Roof framing to consist of steel roof deck and bar joists or steel beams bearing on CMU walls.
3. Exterior cladding assumed to be brick veneer, wood or metal paneling or curtain wall.
4. Secondary structural elements included in our scope of services for this project will be:
   a. Light pole foundations
5. Lateral force resisting system assumed to be intermediate reinforced CMU shear walls. Assumed site class “D” or better and Seismic Design Category is “C” or “B”.

SCOPE OF SERVICES

schaefer

Schaefer is registered to practice engineering in the state of Arizona and will perform the Structural Engineer of Record role. Our services include only the design of the Primary structural system unless otherwise indicated. The Primary Structural System is defined as the completed combination of elements which serve to support the building's self-weight, the applicable live load, snow load, and the wind and seismic loading applied to the building's lateral force-resisting system.

Our professional services for the project include the following:

Schematic Design Phase

1. Attend (1-Remote) design team meetings to discuss and assist in the development of initial design parameters
2. Establish possible lateral and vertical force resisting systems based on the proposed architectural elements of the building
3. Prepare drawings with preliminary foundation and framing plans with overall dimensions and floor elevation. Includes conceptual structural system details for review.

Design Development Phase

1. Coordination efforts with all design team members, including attendance at (1-Remote) design team meeting.
2. Prepare drawings with preliminary foundation and framing plans with members located and sized.
3. Prepare drawings with preliminary foundation and framing details.
4. Prepare preliminary outline specifications.

Construction Document Phase

1. Prepare Construction Documents for the building's primary structural system for bid, permit and construction. See project description for assumed construction type.
2. Prepare Specifications for primary structural sections in standard CSI document format for inclusion in the specifications book, along with General Structural Notes included in the structural drawings.
3. Coordination efforts with all design team members, including attendance at up to (2-Remote) design team meetings.

Bidding or Negotiation Phase

1. Response to information and clarification requests by the Bidders, document addendums if required. Responses and clarifications are assumed to be minor, miscellaneous questions / clarifications (not value engineering proposals or major changes related to design intent).

Construction Phase- Not Included

COMPENSATION

schaefer

Compensation for Basic Services Shall Be:
A lump sum fee for the structural work outlined in the scope of services shall be as follows:

Project Phase	Fee
Schematic Design Phase	$1,800
Design Development Phase	$2,000
Construction Document Phase	$2,000
Bidding or Negotiation Phase	$0
Construction Phase	NIC
Total Fee	**$5,800**

Site Observations as requested or required **$1,000/trip**
(Includes up to two hours on site plus report)

Reimbursable Expenses
Reimbursable expenses shall be billed at a multiple of 1.1 times the cost incurred.

Additional Provisions
If Basic Services covered by this proposal have not been completed within 18 months of the date hereof, through no fault of Schaefer, the amounts of compensation set forth in this proposal shall be equitably adjusted.

FEE QUALIFICATIONS

schaefer

We expect that our services will be contracted under the terms of a contract that is acceptable to both parties. Schaefer's hourly rates will be billed for all other services beyond the outlined scope of services per Schaefer's previously agreed-upon rate schedule or a negotiated lump sum fee. These services may include but are not limited to the following:

1. Services related to the design and/or detailing of structure not listed above, such as alternate lateral load-resisting systems, substantially different or varied structural materials than indicated in assumed construction type, or architectural feature elements (canopies, signs, etc.) not indicated shown in the preliminary information provided to us.
2. Services related to the re-design or re-drawing of any portion of the building, after the end of the Design Development phase, for which we have already completed design or drawings, due to architect or owner changes from previous direction given to us.
3. Services related to the design and/or detailing of site work elements including but not limited to site stairs, retaining walls, mechanical vaults, manholes, mechanical equipment pads, light poles, flagpoles, flagpole foundations, benches, fountains, pools, signs / wayfinding monuments and associated foundations, etc.
4. Services related to non-structural elements and their attachments, including but not limited to: exterior architectural cladding systems, interior architectural systems (e.g., cabinets, islands, etc.), stairs, handrails, railings, window washing systems and their tie downs, antennas/signs/flagpoles attached to the primary structure, ladders, grills, screens, mechanical, electrical and plumbing equipment, seismic bracing of architectural components and mechanical, electrical, and plumbing equipment, fall protection equipment/systems, etc.
5. Modifications to the existing primary building structure.
6. Elevated slabs over below grade void/vault structures.
7. Roof top mechanical screens.
8. Special Inspections during construction or site visits and observation reports.
9. Services related to the re-design or re-drawing of any portion of the building due to unforeseen conditions in the field.
10. Services related to the design of fixes for errors or omissions by the construction team.

2024 RATE SCHEDULE

schaefer

The following are the 2024 billing rates for Schaefer.

Engineers	Rates/Hour
Principal	$234.00
Senior Project Manager/Senior Engineer Manager	$234.00
Project Manager II/Senior Project Engineer II	$203.00
Project Manager I/Senior Project Engineer I	$171.00
Project Engineer	$150.00
Design Engineer II	$133.00
Design Engineer I	$123.00
BIM Manager	$164.00

Technical	Rates/Hour
Designer	$164.00
Senior Modeler	$150.00
Modeler II	$141.00
Modeler I	$112.00
Co-Op	$75.00

LSWEngineers
ENGINEERING SOLUTIONS
FOR THE BUILT ENVIRONMENT

2333 W. Northern Ave., #9
Phoenix, AZ 85021
www.lswengineers.com
602.249.1320

October 21, 2024

DFDG Architecture
4545 E McKinley St.
Phoenix, AZ 85008

Attn: Chad Billings, AIA, LEED-AP

Re: Chandler SWTP EOC Addition
LSW Proposal No. PR2024-213

Mr. Billings:

We are pleased to offer our engineering services for new addition at the present Chandler SWTP facility located at 1475 E Pecos Rd. in Chandler, Arizona.

PROJECT UNDERSTANDING

This project is understood to be a new 1,500 to 2,000 square foot single story addition to the existing building. The space will consist of a meeting place, restroom, Telecommunication Room, storage space. The space will have a media wall with video switching, floor box(es) for multi-use furniture configurations, general receptacles to support the space needs, LED lighting fixtures with control system, and TR room with a minimum of (2) 2-post racks. The electrical distribution to the new addition will be an extension of the existing building system to a new Uninterrupted Power Supply (UPS), if feasible and new electrical loads permits, the existing building UPS might be used. The project delivery system is understood to be Design-Bid-Build.

Our mechanical, plumbing, electrical and technology engineering services for this project will consist of the following. Services not indicated below are considered outside of our basic scope and will be provided upon request as an additional service.

It is our understanding that the design of this project will include deliverables as defined below. The design duration for this project follows your schedule, with the anticipation duration of 12 weeks.

Schematic Design

1. Provide basic schematic level design drawing showing the engineering systems intended for this project.

2. Provide a written narrative describing the engineering systems intended for this project.

3. Assist the architectural design team with the engineering systems space requirements in the development of the schematic building floor plan.

4. Show the main engineering systems equipment locations and sizes. Equipment weights will be shown as needed for the Structural Engineer. The drawings will also include the following:

a. Routing of mechanical duct mains.

b. Mechanical zoning layout and thermostat locations for review.

c. Routing of main plumbing utilities and invert elevations as needed for the Civil Engineer.

5. Provide engineering systems equipment cut sheets for review.

95% Construction Documents

1. Completion of the engineering design drawings.

2. Completion of the engineering specifications.

100% Construction Documents

1. Finalizing the design drawings and specifications addressing the Plan Review and Owner comments.

SCOPE OF WORK

Mechanical

The mechanical scope for this project is anticipated to include:

1. Complete heating, cooling, and ventilation load calculations.

2. Design of packaged DX heating and cooling unitary equipment, and all associated ductwork, air distribution, condensate piping, and controls.

3. Design of restroom exhaust systems, and all associated ductwork, exhaust inlets, and controls.

Plumbing

The plumbing scope for this project is anticipated to include:

1. Selection of plumbing fixtures as located on the Architectural plans and the sizing and routing of the associated domestic cold/hot water and the waste and vent piping for these fixtures to 5'-0" beyond the building perimeter. Our design includes connection to the existing pipe mains. It is assumed that the existing plumbing utilities are adequate for this project and design to replace these utilities is not assumed as part of the scope of this project.

2. Sizing and selection of the domestic water heater system.

3. Sizing and routing of the roof primary drains, overflow drains and associated drain piping to 5'-0" beyond the building perimeter. The roof plan and locations of the roof primary/overflow drains are provided by your office.

Electrical

The electrical scope for this project is anticipated to include:

1. Design of the electrical power distribution for this project, including connection to the equipment, receptacles, lighting, and Owner equipment. Our design includes connection to the existing power distribution system within this facility. It is assumed that the existing power distribution system is adequate for this project and design to increase the capacity, modify or replace this system is not assumed as part of the scope of this project.

2. General Lighting: Our design includes selection of lighting fixtures, locating the lighting fixtures and the associated switching/control of the lighting systems.

3. Lighting system illumination and energy compliance calculations for lighting fixtures selected by LSW are included if required by the local jurisdiction.

4. Standby Power Systems: Our design includes connections to the existing generator and distribution system. It is assumed that the existing generator and distribution system is adequate for this project and design to modify and/or replace this system is not assumed as part of the scope of this project.

5. For the purpose of justifying load additions to existing electrical infrastructure, existing electrical loads will be established from existing record drawings and our site investigation. If adequate records and documentation are not available, 30-day maximum demand load readings may be required (which are not included).

Technology Systems

The technology scope for this project is anticipated to include:

1. Passive Network Cabling: Our design service includes cabling system design from outlet locations to the Telecommunications Room (TR), cable support and pathway system, and outside plant fiber-optic and multiple pair copper cabling. It is our understanding that the City will contract with their telecommunication cabling contractor.

2. Buildout of the MER/TR Rooms: Our design includes room/rack layout, cable support and pathway system, telecommunication grounding, and passive component rack layouts.

3. Audio Visual design to be provided as an additional service. Audio visual design to consist of a 2x3 60” video wall with media sources from a main desk computer and wireless access from any of the multiple users in the space. Design to be based around Crestron solution unless directed otherwise from Owner.

Fire Sprinkler

The fire sprinkler scope for this project is anticipated to include:

1. Performance based specification addressing the fire sprinkler system design for bidding purposes. The installation drawings (including detailed piping drawings and calculations) will be a deferred submittal by the Fire Sprinkler Contractor.

Fire Alarm

The fire alarm scope for this project is anticipated to include:

1. Performance based specification addressing the fire alarm system design for bidding purposes. The installation drawings (including detailed wiring diagrams, load calculations, voltage drop calculations, etc.) will be submittal by the Fire Alarm Contractor

GENERAL

Our scope will include the following general engineering services for the project:

1. Site investigation to observe the systems associated with this project (site investigation is limited to accessible areas only).

2. Attend up to (3) 1-hour design team meetings and (2) 1-hour Owner meetings during the design phase of this project. Meetings are anticipated to be held both virtually and in-person.

3. Design using Revit. Our Revit design includes transmittal of our model on a bi-weekly basis. It is anticipated that we will receive a "frozen" architectural model background 7 days before each milestone deliverable.

4. Provide one set of drawings in electronic portable document format (PDF) at each intermediate deliverable.

5. Provide one final set of signed and sealed drawings in electronic portable document format (PDF) at the completion of design.

6. Provide one final set of signed and sealed specifications in electronic portable document format (PDF) at the completion of design.

PROFESSIONAL FEE

Our fee for the work outlined above is a lump sum amount as follows:

Construction Documents	$18,500.
Audio/Visual Design	3,500.
Total	$22,000.

NOTE: This fee includes all travel expenses incurred within the metropolitan Phoenix area. Travel outside the metropolitan Phoenix area will be billed as a reimbursable expense, including, but not limited to, travel, rentals, meals, lodging, and reasonable incidental expenses.

This fee does not include plotting or printing of sets of our drawings or other discipline's drawings for interprofessional coordination or distribution.

This fee is quoted on a lump sum basis. The breakdown of the fee into phases or tasks is for your convenience. The fee will be billed 100% at the end of the project, unless the scope of the project is changed by written agreement.

CLIENT SERVICES

Services requested of the Client and/or Owner include the following:

1. Provide the following as required to assist us in the site investigation of existing conditions: facility access and an escort, ladders or other means to access overhead systems and equipment, and authorization for the use of cameras.

2. Provide copies of the existing construction documents.

3. Provide access to the building maintenance staff to answer questions.

4. Provide a project title block and updated background files in a timely manner to meet the established project deliverables.

5. Distribute meeting agendas before each meeting in order for us to assign appropriate staff to the meeting; and promptly distribute meeting minutes after each meeting.

6. Provide the following building and Owner information:

    a. Building Occupancy Classification.

    b. Building Construction Type.

    c. Building Hazard Classification.

    d. Building Seismic and Risk Category.

    e. Owner's Fire Suppression Insurance Requirements.

7. Provide a PDF set of the drawings at each established deliverable.

EXCLUSIONS

1. Cost estimating.

2. Meetings or virtual meetings beyond those listed.

3. Electrical demand load readings.

4. All work associated with LEED certification of the project.

5. Building Information Modeling (BIM) beyond an LOD-200 or clash-free modeling including COBie, Uniformat, MasterFormat, OmniClass, etc., input data.

6. Building energy consumption calculations or modeling.

7. Documenting energy code compliance of the building envelope or other systems not in our scope of services described above.

8. All support or coordination work associated with an construction administration service.

9. Value engineering services or changes after completion of the associated design development documents.

10. Any design services caused by scope changes.

11. Preparation of the electrical coordination or power system study.

12. Work in relation to the delinquency or insolvency of the Contractor(s).

ADDITIONAL SERVICES

Additional services will be performed on an hourly basis at our standard billing rates or a separate fixed fee contract as determined by your firm. Our current rate structure is shown below for your reference. Hourly contracted work will be invoiced based on our rates in effect at the time of such requests.

2024:	Principal	$230./ hour
	Senior Engineer	$205./ hour
	Senior Project Manager	$195./ hour
	Project Manager	$175./ hour
	Engineer	$160./ hour
	Senior Designer	$140./ hour
	Field Observer	$130./ hour
	Designer	$120./ hour
	CAD Operator	$90./ hour
	Administrative	$80./ hour
	Outside Services	Our cost

This proposal is effective for not more than 30 days.

LSW accepts the AIA C401 contract and requests that you prepare this document reflecting the terms and conditions of this proposal for our mutual execution prior to our beginning work.

We appreciate this opportunity and look forward to working with your firm on this project.

Regards,

LSW ENGINEERS ARIZONA, INC.

Gerald E Katafiasz, P.E., RCDD
Vice President

GK:mw

Please indicate your acceptance of this proposal by signing and returning one copy of this letter for our files.

APPROVED: _____ DATE: _____

YOUR PROJECT / REFERENCE NO.:_____

https://lswphxcom.sharepoint.com/sites/Marketing/Shared Documents/PROPOSAL/2024/PR2024-213 - City of Chandler Water Treatment Plant - DEOC Addition - RFQ Narrative/PR2024-213 Chandler SWTP EOC Proposal a.docx

15169 N Scottsdale Rd
Scottsdale, AZ
AZ 85254

Mobile 480 868 6326
www.tbdconsultants.com

November 07, 2024

Chad Billings, AIA, LEED-AP BD+C. WELL AP.
Principal.
DFDG
4545 E McKinley ST
Phoenix
Arizona 85008

Re: Chandler SWTP EOC & Office Training Space Renovation – Construction Documents (CD) Estimate.
Fee Proposal for Cost Consulting Service – Rev 1.

Dear Chad,

We are pleased to offer Cost Consulting services for the above project.

SWTP intends to renovate the 1st floor area into an EOC and Office / training space. The scope of the work is approx. 1,200 SF.

Project Location

1475 E Pecos Road
Chandler
Arizona 85286

Scope of Services

TBD fee proposal is based on providing cost estimating service to DFDG.

1) Preconstruction services will include construction documents (CD) estimate.
    a. Estimate revisions and meeting time have been included in TBD fee.

Fees
We propose to provide the above services based on a **Not-To-Exceed Fee Basis**:

Cost Services Fee:

CD Estimate + 1 revision …… …	$ 8,500.00
Client / PM & Cost Meetings…….……..…… …	Incl Above
Sub-Total ……	**$ 8,500.00**

Reimbursement Fee:

Reimbursed expenses ……..……..	Excluded
Total ……..…..	**$ 8,500.00**

The not-to-exceed fee is based upon a blended hour billable rate of $175/Hr.

The fees include expenses incurred in the preparation of any required documentation or reports.

Our fees exclude travel costs. No anticipation of any travel is expected.

TBD cost estimating positional fee breakdown (Arizona only):

Cost Estimator:	$150/Hr.
Senior Cost Estimator:	$175/Hr.
Associate Principal:	$190/Hr.
Principal:	$210/Hr.

Notable Exclusions:
The following items are excluded from the scope in this fee proposal:
- Reconciliation with estimates by others.
- Reviewing subcontractor bids.
- Post design phase.

Payment and Terms

We will issue a monthly invoice. Payment due thirty (30) calendar days after date of invoice.

Our proposal remains open for a period of thirty (30) days. After this time, we will be pleased to review the proposal, make any required amendments, and re-submit for your review and approval.

Work will be completed under the direction of Patrick Templeton.

We trust that we have interpreted your requirements correctly, if you have any questions or suggested amendments, please do not hesitate to contact the undersigned. If you would like to proceed with the above services, please complete and return the authorization below.

We look forward to working with you on this project.

On behalf of TBD Consultants

_____
Patrick Templeton
Senior Cost Consultant

On behalf of DFDG.

Accepted by: _____

Printed Name: _____

Title: _____

Date: _____

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers
A UES Company

November 8, 2024

Chad Billings
DFDG Architecture
4545 East McKinley Street
Phoenix, AZ 85008

RE: Proposal for Geotechnical Investigation
Chandler SWTP EOC Addition
1475 East Pecos Road
Chandler, AZ
Proposal No. 89695 S

Mr. Billings:

Speedie & Associates are pleased to provide our cost proposal to conduct a soil investigation at the above referenced site that will satisfy site development, pavement and foundation design requirements. All work on this project will be carried out under the overall supervision of a registered Professional Engineer in the state of Arizona.

We understand that construction will consist of a 1,500 square foot building addition at the water treatment facility. The addition will be single story with slab on grade and masonry construction. Structural loads are expected to be light to moderate and no special considerations regarding settlement tolerances are known at this time. Adjacent areas will be landscaped or paved to support light to moderate passenger and truck traffic. Landscaped areas will be utilized for storm water retention and disposal.

Geotechnical Investigation-We will drill and sample sufficient test borings to adequately determine subsoil conditions and provide samples for laboratory testing. Sufficient laboratory tests will be conducted to properly classify the soils encountered and provide data for engineering design. Due to the existing concrete pavement, we will have to core the concrete in order to drill at some of the locations. We presently anticipate drilling two (2) structural borings to the depths of 10 to 20 feet below ground surface or auger refusal, whichever comes first. Access to the site by conventional truck-mounted drilling equipment is assumed to be free and unencumbered.

Infiltration Tests-An add-alternate is provided to excavate and conduct shallow infiltration tests meeting Chandler requirements. They now requires dual ring infiltration tests per ASTM D3385 be conducted, same as Maricopa County. This method requires a backhoe to excavate test pits, installation of large ring devices and a minimum of 6 hours of continuous readings. Due to these requirements, only two tests at a time can be conducted by one person. Tests would be conducted at the proposed depths of the retention basins per the Grading & Drainage plan (by others).

We will mark the proposed boring/test pit locations in the field with the locations to be approved by the client and owner. Speedie & Associates will take reasonable precautions to avoid damage to subterranean structures, pipelines and utilities including notifying AZ811 (Blue Stake), subcontracting a private utility locator and reviewing all as-built utility plans provided by the client. **The client (and owner) agree Speedie & Associates is not responsible for any damages to underground structures, pipelines and utilities that are not traceable, not called to our attention and/or correctly shown on the plans furnished to Speedie & Associates.**

We will analyze the data obtained from field and laboratory testing and prepare a report presenting all data obtained, together with our conclusions and recommendations regarding:

1. Design data, allowable bearing pressure and depth, for shallow spread footings.
2. Alternate foundation systems and design data, if indicated by soil conditions.
3. Settlement estimate for the foundation system.
4. Lateral pressures on temporary and permanent retaining and foundation walls.
5. Seismic Site Classification based on borings and published ground motion data.
6. Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed development.
7. Swell potential of in-situ and compacted soils and recommendations for control if highly expansive.
8. Pavement design to provide economy and adequate service.
9. Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.
10. Local excavation and trenching conditions and stability considerations.
11. Add-Alternate: Infiltration tests for storm water retention basin design.

Charges for our services have been determined on the basis of our standard Fee and Rate Schedule, a copy of which is attached and made a part hereof for any additional design work requested. We propose to provide the design services set forth herein for the following **lump sum amounts,** which includes all testing, engineering, reimbursable expenses and an electronic pdf format file of the report emailed upon completion. Should we be informed that hard copies of the report are needed, there will be an additional charge of $50.00 per report.

Description	Fee	
Geotechnical Investigation & Report	$ 4,700.00	Accept ❒ Decline ❒
Add-Alternate: Percolation Tests	$ 2,600.00 First Test[1] $ 800.00 Additional Tests[2]	Accept ❒# ___ Decline ❒
Notes: [1] The first test incorporates the cost of the backhoe service. [2] Conducted on the same mobilization as the initial percolation test.		

We have the staff available to begin work immediately upon notice to proceed. Currently about 10 working days are required to mark, obtain utility clearances and begin auger borings. Fieldwork for auger borings should take one day (access and weather permitting). Lab testing will require about 3 weeks. We can provide preliminary information a few days after drilling the site. The complete report will be issued within ten days of lab testing completion. **This schedule is subject to change depending on the workload when Notice to Proceed is received.** As always, we stand ready to make reasonable adjustments to this schedule to meet our clients' needs.

We appreciate the opportunity to submit this proposal for your consideration. If the terms set forth are satisfactory, please fill out the information on the last page of the Terms and Condition, sign and return it for our records or attach to your standard contract for engineering services.

Respectfully submitted,
SPEEDIE & ASSOCIATES

Kenneth M. Euge II
Geotech Field Manager

SPEEDIE AND ASSOCIATES

A UES Company

ENGINEERING SERVICES

2024 Fee and Rate Schedule

Fees for services will be based upon the time worked on the project at the following rates:

Title	Rate Per Hour
Principal	$ 180.00
Project Manager	140.00
Sr. Geologist/Engineer	140.00
Special Inspector (Architectural)	120.00
Project Engineer/Geologist	120.00
Environmental Specialist	100.00
Special Inspector (Structural/Geotechnical)	100.00
Staff Engineer/Geologist	100.00
Sr. Engineering Technician	80.00
Draftsman	75.00
Materials Testing Technician	70.00
Clerical/Administrative	60.00

REIMBURSABLE EXPENSES

Light Truck Mileage Rate: $0.67 per mile

The following items are reimbursable to the extent of actual expenses plus 25%:

1. Transportation, lodging and subsistence for out of town travel
2. Special mailings and shipping charges
3. Special materials and equipment unique to the project
4. Duplication or reprinting/copying reports

TEST BORINGS AND FIELD INVESTIGATIONS

On projects requiring test borings, test pits, or other explorations, the services of reputable contractors to perform such work shall be obtained.

SUBCONTRACTORS/SUBCONSULTANTS CHARGES

Any charges for subcontractors/subconsultants are subject to a 25% handling fee if invoiced by Speedie & Associates or such charges can be directly paid by the CLIENT.

SPECIAL RATES

The following rates may be subject to a 35% increase:

- Overtime – time over 8 hours per weekday and on Saturday
- Sunday and Holidays
- Rush orders

MINIMUM CHARGES

A three-hour minimum is charged for field testing and inspection services.

EXPERT WITNESS

Deposition and testimony; 4-hour minimum, $250.00 per hour.

The following Terms and Conditions are included and hereto made a part of this agreement.

Initials _____
Initials _____

GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

1.1 SPEEDIE & ASSOCIATES, LLC a UES Company (S&A/UES) is responsible for providing the services described under the Scope of Services.

1.2 The Client is responsible for providing S&A/UES with a clear understanding of the project's nature and scope. The Client shall supply S&A/UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow S&A/UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

1.3 The Client acknowledges that S&A/UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for S&A/UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE

2.1 Services performed by S&A/UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of S&A/UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made by S&A/UES hereunder.

2.2 Execution and delivery of this Agreement by S&A/UES is not a representation that S&A/UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide S&A/UES with all information necessary for S&A/UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to S&A/UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for S&A/UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted S&A/UES free access to the site. S&A/UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services.

3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. S&A/UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against S&A/UES, and agrees to defend, indemnify, and hold S&A/UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate S&A/UES for any time spent or expenses incurred by S&A/UES in defense of any such claim with compensation to be based upon S&A/UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT

4.1 S&A/UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.

4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

4.3 If S&A/UES incurs any expenses to collect overdue billings on invoices, the sums paid by S&A/UES for reasonable attorneys' fees, court costs, S&A/UES's time, S&A/UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS

5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by S&A/UES, as instruments of service, shall remain the property of S&A/UES. Neither Client nor any other entity shall change or modify S&A/UES's instruments of service.

5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

5.3 S&A/UES will retain all pertinent records relating to the services performed for a period of "five years or such longer period" of time required by applicable accrediting agency, unless specified in the scope of services following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner.

5.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by S&A/UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of S&A/UES. Client is the only entity to which S&A/UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

6.1 Client represents that a reasonable effort has been made to inform S&A/UES of known or suspected hazardous materials on or near the project site.

6.2 Under this agreement, the term hazardous materials includes hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material.

6.3 Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for S&A/UES to take immediate measures to protect health and safety. Client agrees to compensate S&A/UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

6.4 S&A/UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold S&A/UES harmless for all consequences of disclosures made by S&A/UES which are required by governing law. In the event the project site is not owned by Client, it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

6.5 Notwithstanding any other provision of this Agreement to the contrary, Client waives any claim against S&A/UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save S&A/UES harmless from any claim, liability, and/or defense costs for injury or loss arising from S&A/UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by S&A/UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION

7.1 Subject to the balance of this Section 7.1, Client agrees that S&A/UES's liabilities, losses, damages, fees, costs and expenses (including attorneys' fees)(collectively, "**Liability**") arising from any claim on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed $50,000 or S&A/UES's fee, whichever is greater (the "**Liability Cap**"). If Client prefers to have a higher Liability Cap, S&A/UES agrees to increase the Liability Cap to $1,000,000.00 upon Client's written request at the time of accepting S&A/UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or $1,000.00, whichever is greater. If Client prefers a $2,000,000.00 Liability Cap, S&A/UES agrees to increase the Liability Cap to $2,000,000.00 upon Client's written request at the time of accepting S&A/UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or $2,000.00, whichever is greater. The additional charge for the higher Liability Cap is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

7.2 Client shall not be liable to S&A/UES, and S&A/UES shall not be liable to Client for any punitive, incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or S&A/UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including intentional torts and negligence), statutory, or any other cause of action.

7.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to Liability.

SECTION 8: INSURANCE

8.1 S&A/UES represents that it and its agents, staff, and consultants employed or retained by S&A/UES, is and are protected by workers' compensation insurance, and that S&A/UES has such coverage under public liability and property damage insurance policies which S&A/UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, S&A/UES agrees to indemnify and save Client harmless from and all Liabilities arising from negligent acts by S&A/UES, its agents, staff, and consultants employed by it. S&A/UES shall not be responsible for Liabilities beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save S&A/UES harmless from all Liabilities arising from acts by Client, Client's agents, staff, and others employed by Client.

8.2 Under no circumstances will S&A/UES indemnify Client from or for Client's own actions, negligence, or breaches of contract.

8.3 To the extent that damages are covered by property insurance, Client and S&A/UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION

9.1 All claims, disputes, and other matters in controversy between S&A/UES and Client arising out of or in any way related to this Agreement shall be submitted to mediation before and as a condition precedent to seeking other remedies provided by law.

9.2 If a dispute arises and that dispute is not resolved by mediation, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the S&A/UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable out of pocket fees, costs and expenses incurred by such party, including court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION

10.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, S&A/UES shall be paid for services performed to the termination notice date plus reasonable out of pocket termination expenses incurred or paid by S&A/UES in connection with such termination and the winding down of its operations.

10.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, S&A/UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct out of pocket costs incurred or paid by S&A/UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, SPECIAL INSPECTIONS, TESTING AND OBSERVATIONS

11.1 Plan review and building inspections are performed for the purpose of observing compliance with applicable building codes. Construction materials testing ("CMT") and Special Inspections are performed to document compliance of certain materials or components with applicable testing standards. S&A/UES's performance of plan reviews, Special inspections, building inspections, or CMT, or S&A/UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by S&A/UES that Client's project is free of errors in either design or construction.

11.2 If S&A/UES is retained to provide construction monitoring or observation, S&A/UES will report to Client any observed work which, in S&A/UES's opinion, does not conform to the plans and specifications provided to S&A/UES. S&A/UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of S&A/UES, or S&A/UES's site representative, can be construed as modifying any agreement between Client and others. Client acknowledges that S&A/UES's performance of construction monitoring or observation is not a representation or warranty by S&A/UES that Client's project is free of errors in either design or construction.

11.3 Neither the activities of S&A/UES pursuant to this Agreement, nor the presence of S&A/UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon S&A/UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety.

11.4 Client is responsible for scheduling all inspections and CMT activities of S&A/UES. All testing and inspection services will be performed on a will-call basis. S&A/UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule S&A/UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

11.5 If the Client desires more extensive or full-time project observation to help reduce the risk of problems arising during construction, the Client shall request such services as "Additional Services" in accordance with the terms of this agreement. Should the Client, for any reason, choose not to have S&A/UES provide construction or field observation during the implementation of S&A/UES's specifications or recommendations, or should the Client unduly restrict S&A/UES's assignment of observation personnel, Client shall, to the fullest extent permitted by law, waive any claim against S&A/UES, and indemnify, defend, and hold S&A/UES harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans or specifications developed by S&A/UES. The Client also shall compensate S&A/UES for any time spent or expenses incurred by S&A/UES in defense of any such claim. Such compensation shall be based upon S&A/UES's standard fee and rate schedule.

SECTION 12: ENVIRONMENTAL ASSESSMENTS

12.1 Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit S&A/UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and S&A/UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if S&A/UES states that reportable quantities of regulated contaminants are not present, Client acknowledges that it still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SAMPLE DISPOSAL

13.1 Non-Hazardous Samples — Test samples are substantially altered during testing and disposed of immediately upon completion. Drilling samples are disposed of thirty (30) days after submission of our report. If requested in writing, samples can be held after thirty (30) days for an additional storage fee or returned to the Client.

13.2 Hazardous Samples — If toxic or hazardous substances are involved, S&A/UES will return such samples to the Client. Or using a manifest signed by the Client, S&A/UES will have such samples transported to a location selected by the Client for final disposal. The Client agrees to pay all costs for storage, transport, and disposal of samples. The Client recognizes and agrees that S&A/UES is acting as a bailee and at no time assumes title to samples involving hazardous or toxic materials.

SECTION 14: SUBSURFACE EXPLORATIONS

14.1 Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by S&A/UES will be based solely on information available to S&A/UES at the time of service. S&A/UES is responsible for those data, interpretations, and recommendations but will not be responsible for other parties' interpretations or use of the information developed or provided by S&A/UES.

14.2 Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. S&A/UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of S&A/UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against S&A/UES, and indemnify, defend, and hold S&A/UES harmless from any claim or Liability arising from cross-contamination allegedly caused by S&A/UES's subsurface explorations. In addition, Client agrees to compensate S&A/UES for any time spent or expenses incurred by S&A/UES in defense of any such claim with compensation to be based upon S&A/UES's prevailing fee schedule and expense reimbursement policy.

SECTION 15: SOLICITATION OF EMPLOYEES

15.1 Client agrees not to solicit for hire any of S&A/UES's employees with which Client had contact during the term of this Agreement for a one-year period following the expiration date or termination date of this Agreement (the "Post-Term Period") except through S&A/UES. If Client hires any such S&A/UES employee during the Post-Term Period, Client shall within five business days following written demand therefore from S&A/UES, pay S&A/UES an amount equal to one-half of the employee's then effective annualized salary, as liquidated damages. Further, Client acknowledges that the liquidated damages, stated above, are reasonable under the circumstances.

SECTION 16: ASSIGNS

16.1 Neither Client nor S&A/UES may assign this Agreement or assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party.

SECTION 17: GOVERNING LAW AND SURVIVAL

17.1 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the S&A/UES office performing the services hereunder is located.

17.2 If any of the provisions of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 18: INTEGRATION CLAUSE

18.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly set forth herein.

18.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 19: WAIVER OF JURY TRIAL

19.1 To the extent permitted by applicable law, Client and S&A/UES hereby waive trial by jury in any action arising out of or related to this Agreement.

CLIENT APPROVAL

S&A/UES offers the Client the Proposal as listed above. Client may accept S&A/UES's offer by signing in the space provided below and returning a signed copy to S&A/UES. Such notification may be faxed or by emailing the signed general conditions. In the event the Client authorizes work without returning a signed copy, the Client agrees to be bound by the general conditions as stated herein. The proposal presented has been read, understood, and accepted by the Client effective as of the date that the executed proposal is returned to S&A/UES.

EXECUTED BY CLIENT'S AUTHORIZED REPRESENTATIVE:_____ (signature)

Printed Name:_____ Title:_____

Date Accepted:_____

Client Business Name:_____

Billing Address:_____

Telephone:_____ E-mail:_____

ACCOUNTS PAYABLE INFORMATION

A/P Contact Name:_____

A/P Contact Telephone: _____ *A/P Contact E-Mail:_____

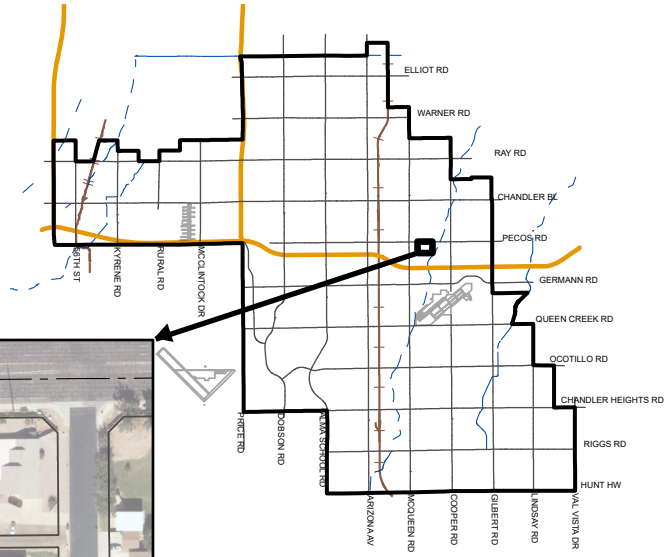
* A/P Contact E-Mail must be provided before the S&A/UES can proceed with its proposed services

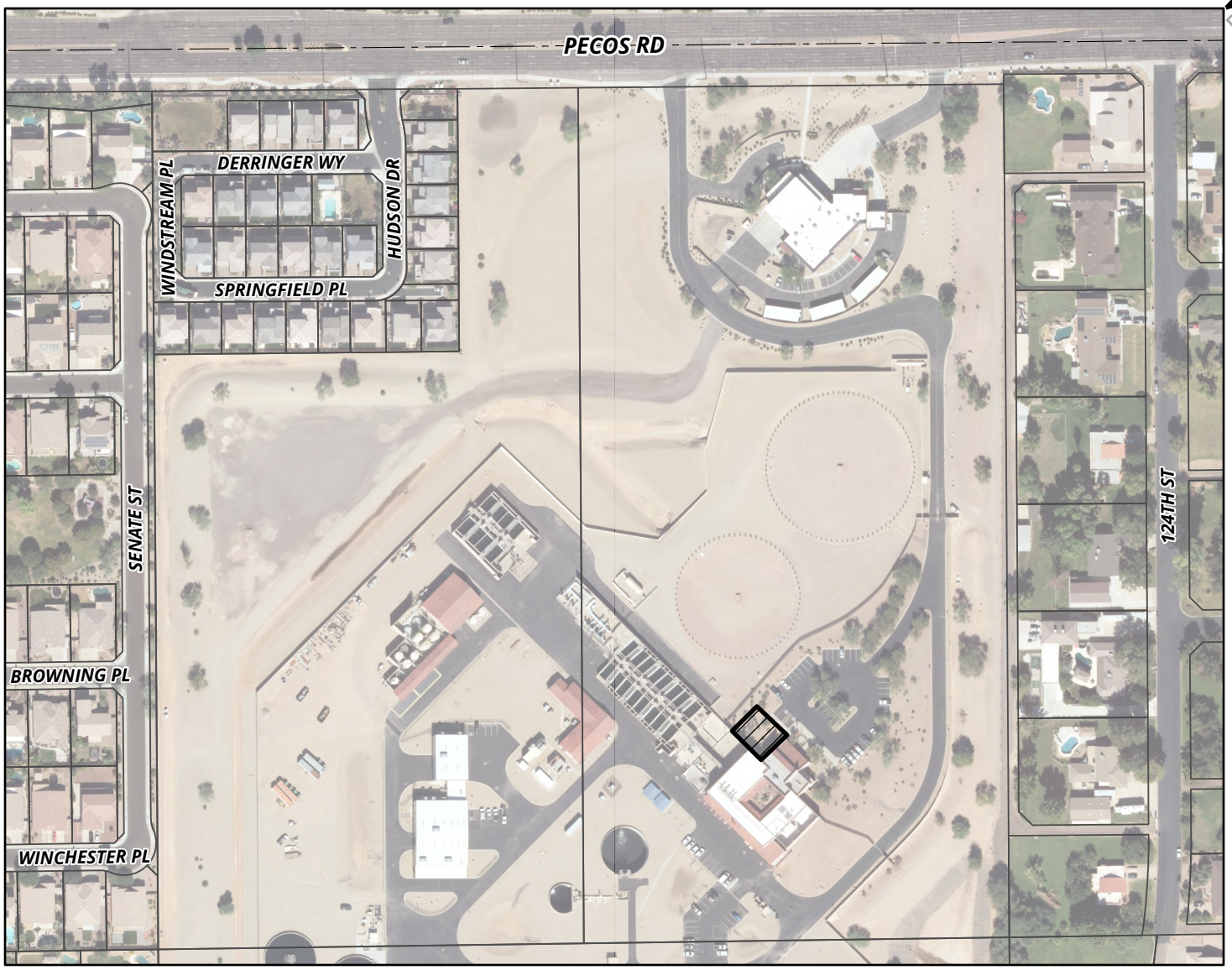
EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A

CHANDLER arizona

PECOS SURFACE WATER TREATEMENT PLANT LARGE CONFERENCE ROOM PROJECT NO. WA2501.201





MEMO NO. CP25-075

PROJECT LOCATION

NTS

ChanGIS

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CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA24-067

Date: March 24, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Jeremy Abbott, Public Works & Utilities Assistant Director
Subject: Agreement No. 4674, Amendment No. 2, with Hazen and Sawyer P.C., for the Lead and Copper Rule Revisions Program Implementation Services

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Proposed Motion:

Move City Council approve Agreement No. 4674, Amendment No. 2, with Hazen and Sawyer, P.C., for the Lead and Copper Rule Revisions Program implementation services, increasing the agreement amount by $157,865.

Background/Discussion:

The Lead and Copper Rule Revisions (LCRR) for drinking water systems was promulgated by the United States Environmental Protection Agency (EPA) on January 15, 2021, and became effective December 16, 2021. In October 2024, the EPA released the Final Lead and Copper Rule Improvements, which are intended to build upon initial LCRR requirements by ensuring all lead service lines and galvanized pipes requiring replacement are replaced within a 10-year period. A verification of service line material is required to be submitted by all agencies by November 2027 to ensure compliance.

On September 22, 2022, City Council approved Agreement No. PW2-926-4518, with Hazen and Sawyer (Hazen) to begin Phase 1 to ensure compliance with the LCRR. Hazen completed an initial inventory by reviewing records and preparing a database framework to store and organize information. On September 21, 2023, City Council approved Agreement No. 4674 with Hazen for Phase 2 of the LCRR Program Implementation, which involved physically identifying service line materials in areas of the city that remain unknown. The scope of work included training city and third-party employees on field verification techniques and quality

control protocols. Hazen will also assist with regulatory coordination with the Arizona Department of Environmental Quality and the EPA, as necessary, as well as develop a Service Line Identification Action Plan and a dashboard to monitor and communicate progress. The final product will include a comprehensive inventory of all water service line materials citywide, meeting EPA requirements encompassing both the public side (from the main to the meter) and the private side (from the meter to the building). The goal of the inventory is to determine whether any lead service lines are present. To date, no lead service lines have been identified in Chandler.

Amendment No. 1, was administratively executed and extended the contract time to August 8, 2025, to allow the consultant to complete the original assessment. Amendment No. 2 increases the contract price by $157,865 to allow the consultant to expedite field verification of all water lines of unknown material no later than October 2025, well ahead of the EPA's mandate. This amendment to the contract allows all verification in the city to be completed by the end of October 2025. Without this amendment, field verification would have taken until the 2027 EPA deadline.

Evaluation:

On September 22, 2022, City Council approved an agreement for lead service line inventory consultant services resulting from a formal solicitation process. The evaluation committee evaluated the proposals and recommended Hazen and Sawyer based on their extensive water quality expertise and their history of conducting alike projects for other utilities for the purpose of complying with the EPA rule revision as well as completing Phases 1 and 2 of Chandler’s lead service line inventory.

Financial Implications:

This amendment is in the amount of $157,865, for a revised total agreement amount not to exceed $352,030.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3820.5219.0000.6WA689	Water Operating	Water Quality Compliance	$157,865	Y

Attachments

Amendment No. 2

Docusign Envelope ID: E4ED14BF-296E-4FEF-B067-12191001FA6B

City Clerk Document No. _____

City Council Meeting Date: March 27, 2025

AMENDMENT TO CITY OF CHANDLER AGREEMENT
LEAD AND COPPER RULE REVISIONS PROGRAM IMPLEMENTATION
CITY OF CHANDLER AGREEMENT NO. 4674

THIS AMENDMENT NO. 2 (Amendment No. 2) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Hazen and Sawyer, P.C., (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2025 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for lead and copper rule revisions program implementation services (Agreement); and

WHEREAS, the term of the Agreement was 304 calendar days from the notice to proceed date of October 9, 2023; and

WHEREAS, the term of the Agreement was extended through August, 8, 2025 through Addendum No. 1; and

WHEREAS, the Parties have determined that it is necessary and desirable for the Consultant to perform additional services for the City under the terms and conditions set forth in this Amendment No. 2 and the Agreement.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section III is amended to read as follows: The Agreement is extended through December 31, 2025.

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3. Section IV, Price is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 2. Total payments made to the Contractor during the term of this Amendment No. 2 will not exceed $157,865.

4. Exhibit A of the Agreement is amended, the Consultant's services are modified as described in Exhibit "A" attached to and made part of this amendment by reference.

5. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 2 and the Agreement, the terms and conditions in this Amendment No. 2 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____Mayor_____

FOR THE CONTRACTOR

By: _____

Vice President

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

Docusign Envelope ID: E4ED14BF-296E-4FEF-B067-12191001FA6B

EXHIBIT A
SCOPE OF SERVICES

Scope of Services

The purpose of this scope of services is to complete additional work effort as part of the City of Chandler's (City's) ongoing Lead and Copper Rule Revisions (LCRR) Program Implementation. In October 2024, the USEPA released the Final Lead and Copper Rule Improvements (LCRI) which is intended to build upon initial LCRR requirements by ensuring all lead service lines (LSLs) and galvanized requiring replacement (GRR) are replaced within a 10-year period. The LCRI was finalized in October 2024 and has a baseline inventory deadline in November 2027. The LCRI compliance deliverables include the following:

- November 2027 Deliverables
  - LCRI Baseline Inventory
  - Service Line Replacement Plan
- December 2028 – 2037 Annual Updates
  - Service Line Inventory
  - Revised List of Compliance Sample Sites
  - Annual Notification and Service Line Material Information and Certification
- December 2030
  - Audit for 3% Replacement Rate
- December 2034 Deliverables
  - Non-Lead Validation at 95% Confidence Level
- December 2037 Deliverables
  - 100% Unknown Service Line Verification
  - 100% LSL and GRR Replacement

The City's goal is to field verify all required lead status unknown service lines in the distribution system within one year. This scope of work is to support the City in the interim period prior to the LCRI deadline in 2027. Following the initial inventory deadline of the LCRR in October 2024, the City of Chandler (City) had approximately 26,000 lead status unknown service lines remaining.

To streamline effort, the City has requested support from Hazen and Sawyer (Hazen) for third-party field work data collection and management. The City will hire field work vendors through a separate contract. Hazen will develop a data management system for lead status unknown service line field verification and update the LCRR initial service line inventory with field work findings. To begin this, Hazen will build out applications including Field Maps, a QC Dashboard, and a Field Verification Tracking Dashboard. Hazen provide data management tools for the City to assign field work to contractors in order to make continued progress toward the City's goal. Once all accessible sites are complete, Hazen will work with the City to plan for advanced field verification efforts that may involve excavation on private property. Finally, Hazen will assist with a one time update to 120Water in October 2025 and quarterly updates to the City's public facing web map.

This amendment documents the changes in scope to Agreement No. 4674, dated September 26th 2023. These scope elements shift the focus of work to field verification of lead status unknown service lines.

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Task 1: Project Management and Meetings (task completed)
Task 2: Regulatory Coordination (task completed)
Task 3: Service Line Identification Action Plan (task completed)
Task 4: Service Line Inventory Updates (task completed)

The following new tasks are added:
Task 5: Project Management and Meetings
Task 6: Field Work Data Management
Task 7: 120 Water Inventory Updates
Task 8: Owners Allowance

Docusign Envelope ID: E4ED14BF-296E-4FEF-B067-12191001FA6B

Task 5: Project Management and Meetings

Hazen will provide project management services throughout the project, including preparation of billing statements, document control, record keeping, and project budget and schedule tracking. Hazen will also track project performance including budget and schedule, identify any outstanding issues, and hold progress meetings/conference calls with City staff, as necessary.

Project Kick-Off Meeting: Hazen will conduct a 1-hour virtual kickoff meeting with the City to introduce our project team, establish lines of communication, review LCRR and LCRI requirements, and review the scope of services and project schedule. All City staff involved in the compliance effort are encouraged to attend the kickoff meeting.

During the kickoff meeting, Hazen will verify the City's LCRR team participants, needs, and schedule.

Monthly Progress Meetings: Hazen will coordinate with the City throughout the duration of the project. Coordination meetings will be held between the Hazen staff and the City's Project Manager and staff, as needed (up to 10).

Progress Reports: Project progress will be summarized each month in invoice progress reports.

Deliverables:

- Kickoff Meeting – agenda, slides, action items, and key takeaways
- Meeting minutes for monthly project progress meetings, which will be billed monthly
- Monthly progress reports, which will be billed monthly for those that occurred in that month.

Assumption:

- Conduct a kickoff meeting and virtual monthly progress calls, as needed, during a project duration (estimated at 10 months).

Task 6: Field Work Data Management

Hazen will develop a Field Maps app to directly integrate field verification findings into the Lead Service Line Inventory Database. The Field Maps app will cover the service line verification points as required by ADEQ. Service line sites may be assigned to separate Contractor(s) or City personnel, as desired, within the app platform. Additionally, a Field Verification QC Dashboard will be developed for City review of service line field verification submissions from the Field Maps app.

Hazen will host one training session for Contractor(s) and/or City staff focusing on the Field Maps app.

During the project, Hazen will coordinate with the Contractor(s) for requests on data management. As needed, Hazen will work to ensure streamlined data collection from the Contractor(s) and provide note sections for City staff/Contractors to further coordinate on site-specific challenges.

Deliverables:

- Field Maps App City Staff Training.

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- Field Verification Mobile App.
- Field Verification QC Dashboard.

Assumptions:

- The Field Verification Mobile App will be developed through ArcGIS Field Maps app available in the Apple and Google Play app stores.
- City staff will perform QC of field verification data. Hazen's scope is limited to providing the app and training.
- City will handle day to day coordination with field verification contractors including site assignments to the contractor.
- City will perform the public notifications needed before and after field work.

Task 7: 120Water Inventory Updates

Throughout the field work and indirect method application, Hazen will update the LSL Inventory to provide an estimated quantity of remaining unknowns.

Hazen will prepare an updated inventory template and upload directly into 120Water on a quarterly basis. The updated inventory will then be reflected, per 120Water's update frequency, in the City's public-facing web map. All required fields will be included in each inventory template.

Deliverables:

- 120Water Inventory Template

Assumptions:

- The 120Water Inventory update will not address the LCRI requirements and will not include an inventory revision for lead connectors, or other LCRI-specific inventory parameters.
- One revision to the 120Water Inventory following the upload will be provided, if minor adjustments are needed to less than 50 service lines.
- Up to four (4) inventory updates to the public-facing ArcGIS web map and 120Water will be provided over the project duration of 12 months.
- Inventory updates are planned for quarterly, but the frequency may be adusted to ~25% of unknown reduction for each milestone, e.g., 25% less, 50% less, 75% less, and 100% less unknowns, in comparison to the October 16, 2024 inventory.

Task 8: Owner's Allowance

This task may be utilized at the Owner's written consent and may include additional support for field verification direct or indirect methods, data management, or regulatory coordination.

Docusign Envelope ID: E4ED14BF-296E-4FEF-B067-12191001FA6B

REVISED EXHIBIT B
FEES

Fee

Task 1	Project Management	$12,795
Task 2	Regulatory Coordination	$31,880
Task 3	Service Line Identification Action Plan	$95,990
Task 4	Service Line Inventory Updates	$53,000
Task 5	Project Management and Meetings	$13,795
Task 5.1	Project Management/Project Execution Plan/Meetings	$13,795
Task 6	Field Work Data Management	$90,070
Task 6.1	Prepare Database, App, and Dashboards	$64,720
Task 6.2	Host App Training	$4,350
Task 6.3	Contractor Coordination/Support	$21,000
Task 7	120Water Inventory Updates	$34,000
Task 7.1	Inventory Updates	$34,000
Task 8.1	Owner's Allowance	$20,000
ODC	Expenses (travel, reprographics, etc)	$500
	Original Scope Tasks 1-4 Fee + ODC	$194,165
	Change Order Tasks 5-8	$157,865
	All Tasks	$352,030

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA25-068

Date: March 24, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Jeremy Abbott, Public Works & Utilities Assistant Director
Subject: Agreement No. PW5-4640-4871, with D&B Construction Group, LLC; Hydra Contracting, LLC; Metering Services, Inc., for Small Water Meter Replacement and Field Verification Services

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Proposed Motion:

Move City Council approve Agreement No. PW5-4640-4871, with D&B Construction Group, LLC; Hydra Contracting, LLC; Metering Services, Inc., for small water meter replacement and field verification services, in a combined amount not to exceed $2,500,000, for the term of March 28, 2025, through December 31, 2025, with the option of one additional one-year extension.

Background/Discussion:

The Lead and Copper Rule Revisions (LCRR) for drinking water systems was promulgated by the United States Environmental Protection Agency (EPA) on January 15, 2021, and became effective on December 16, 2021. In October 2024, the EPA released the Final Lead and Copper Rule Improvements, which are intended to build upon initial LCRR requirements by ensuring all lead service lines and galvanized requiring replacement are replaced within a 10-year period. A verification of service line material is required to be submitted by all agencies by November 2027 to meet compliance. To date, no lead pipes have been identified in Chandler.

This project involves physically identifying the pipe material of approximately 26,000 service lines in areas of the city that remain unknown. This effort includes a comprehensive inventory of all water service line materials citywide, encompassing the public side (from the main to the meter), the private side (from

the meter to the building), and a third point: the hose bib (on private property). Tier 1 inspections include visual verification of service line material at the meter and building service riser, while Tier 2 inspections include pothole-type activities with city and property owner approval. The ultimate goal of the field verifications is to inventory service line material and determine whether any lead service lines are present. Tier 2 inspections will be used as a last resort. Use of this contract will enable the City to expedite and complete field verifications by fall 2025, well ahead of the federal deadline.

The Request for Proposal included combined efforts for field verifications and small meter replacements in the interest of cost savings. Approximately 10,000 sites were identified that overlap in both projects. Replacement of meters under this joint effort is expected as part of the Advanced Metering Infrastructure (AMI) project. The AMI project is expected to be completed by Spring 2026.

Evaluation:

On January 13, 2025, city staff issued a RFP for small water meter replacement and field verification services. Notification was sent to all registered vendors. Six responses were received from the following offerors:

1. D&B Construction Group, LLC
2. Envocore, LLC
3. Hydra Contracting, LLC
4. Metering Services, Inc.
5. Vanguard Utility Service, Inc.
6. WNJ Enterprises, Inc.

The Evaluation Committee evaluated the proposals and recommends award to D&B Construction Group, LLC; Hydra Contracting, LLC: and Metering Services, Inc., which submitted the most advantageous offers to the City in accordance with the evaluation criteria. The initial term of the agreement is March 28, 2025, through December 31, 2025, with the option of one additional one-year extension.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3820.5219.0.6WA689	Water Capital	Water Quality Compliance Program	$1,800,000	Y

605.3820.6419.0.6WA677	Water Capital	AMI		$700,000	Y

Attachments

Agreement - D&B Construction Group, LLC

Agreement - Hydra Contracting, LLC

Agreement - Metering Services, Inc.

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City Clerk Document No. _____

City Council Meeting Date: March 27, 2025

CITY OF CHANDLER SERVICES AGREEMENT
SMALL WATER METER REPLACEMENT AND FIELD VERIFICATION SERVICES
CITY OF CHANDLER AGREEMENT NO. PW5-4640-4871

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and D&B Construction Group, LLC, an Arizona Limited Liability Company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2025 (Effective Date).

RECITALS

A. On or about January 13, 2025, the City issued a solicitation for small water meter replacement and field verification services. Under the solicitation, the City proposes to enter into three related agreements to provide small water meter replacements and field verification services in various amounts for the prices set forth in each small water meter replacements and field verification services agreement. Although the amount and type of small water meter replacements and field verification services purchased by the City may vary, the total sum for all three small water meter replacements and field verification services agreements must not exceed $2,500,000.

B. City proposes to purchase small water meter replacement and field verification services from Contractor as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

C. Contractor is ready, willing, and able to provide the goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

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SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is March 28, 2025, through December 31, 2025, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to one additional term of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment.

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4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost

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of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor’s property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

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5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	For the Contractor
Name: Raquel McMahon	Name: Trevor Beck
Title: Procurement Officer	Title: Owner
Address: 175 S. Arizona Ave.	Address: 4925 W. 10th Ave.
Chandler, AZ 85225	Denver, CO 80204
Phone: 480-782-2407	Phone: 801-541-9421
Email: raquel.mcmahon@chandleraz.gov	Email: trevor@dbconstructiongroup.co

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5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

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5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides goods or services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its

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subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law

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provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.30 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.31 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.33 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.35 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.36 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept

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secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.39 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.42 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.43 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but

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not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.45 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.46 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.47 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.48 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.49 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.50 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.51 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.52 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be

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approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.53 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.54 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.55 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.56 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: _____

Its: MAYOR

FOR THE CONTRACTOR

By: Trevor Beck

Owner

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney JWB

ATTEST:

By: _____

City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

GENERAL INFORMATION/BACKGROUND

Contractor to provide all labor and equipment to perform small water meter replacements, in addition to field verification services as described within these specifications. The city has reviewed historical records and conducted service line material surveys from business and homeowners and anticipates that approximately 28,000 public and private water service locations in the city will require field verification to confirm their water service line material. Of these approximately 28,000 sites, a large percentage of them will also require the replacement of their water meter. Field verification will take place once notice to proceed is given. The field verifications must be completed within 12 months. However, sites that require both field verifications and meter replacements must be completed no later than December 31st, 2025.

Inspections may require visual, soft dig/vacuum inside meter box, or pothole type activities. Contractor will need to identify obstacles if landscaping, sidewalk, pavers, locked gates, wildlife, or pavement prevents service line verification.

Inspection site landscape is not uniform, and each site may contain unique conditions that may make it difficult to perform inspections. This topic will be covered in the training and addressed by a 'tiered' criteria description for sites.

The city and/or consulting firm hired by the city will provide training on the field verifications of service line material and expectations related to field verification inspections and testing. This training is mandatory and all field staff must complete training prior to working onsite.

GENERAL CONTRACTOR QUALIFICATIONS

Contractor must attend a service line material identification training, which will be hosted by the city and/or consulting firm hired by the city.

Chandler's preference is for the selected contractor's place of business to be located physically in the Phoenix, AZ Metropolitan area.

Contractor must have ability to perform work with several crews at any given time. While the city prefers to award to one company for all services, if in best interest of the city, award will be made to more than one company by bid lot.

Contractor shall have at least five (5) years of experience in water meter change out/installation services, and in calibration, testing, and repair services.

Water meter replacement services provided by Contractor's, employees shall be performed by ADEQ Water Distribution System Operator Grade 1 certified personnel, properly trained and qualified to perform services outlined in this RFP for water meter change out.

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SPECIFICATIONS FOR FIELD VERIFICATION SERVICES

Approximately 28,000 service lines (serving a mixture of residential and commercial properties) will require service line materials verification. Please note, city may require contractors to revisit sites to ensure service line material is identified accurately. The city will provide door hangers as part of the notification process, which will be required to be delivered by the contractor(s) on the day of the field verification.

Service Line Identification Activities and Reporting Required per Service Connection

- Identify if landscaping, sidewalk, pavers, locked gates, wildlife, or pavement prevents verification.
    - If unable to verify materials due to these conditions, document this in report for this service connection (see below for reporting). Please note contractor will not be paid for this service.

Building Exterior Examination:

- Examine and identify the service line material at the exterior wall of the building (within 18 inches of the building exterior wall).
- Perform a field identification of service line material, this may involve a magnet and/ or scratch test as necessary to assist in determination. Use of additional test methods will require prior written approval from the city.
- If the tests or examination indicate potential lead, conduct a lead swab test. (Test acquired by the contactor.) Swab tests must meet criteria outlined in 40 CFR 745.88 (c)(1) and (2). Notify the city immediately if lead service line material is identified.

Meter Box Examination:

Tier 1 Required Method:

- Expose the privately-owned and utility-owned side of the service line within the interior of the meter box using minimally invasive techniques.
- Examine and identify the service line material on each side of the service line within the meter box.
- In addition, a third point verification will be required at the hose-bib on the privately-owned side of the property.
- Perform a field identification of service line material, this may involve a magnet and/ or scratch test as necessary to assist in determination. Use of additional test methods will require prior written approval from the city.
- If the tests or examination indicate potential lead, conduct a lead swab test. Swab tests must meet criteria outlined in 40 CFR 745.88 (c)(1) and (2).
- Secure meter box lid once inspection is completed.
- Contractor responsible for off-site disposal of material removed from the meter box. (Chandler may be able to accommodate disposal at city facility.)
- In the event identification cannot be done within the meter box, provide photographs that clearly document obstacle conditions preventing identification within the meter box and proceed to Tier 2 alternative means of material identification. Documentation must be provided to present a Tier 2 obstacle.

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Tier 2 Optional Method (must be preapproved by city:

- If nearby landscaping may remain undamaged, expose the privately-owned and utility-owned side of the service line within a 2-feet radius of the meter box.
- Examine and identify the service line material on each side of the meter box. Perform a field identification of service line material, this may involve a magnet and/ or scratch test as necessary to assist in determination. Use of additional test methods will require prior written approval from the city.
- If the tests or examination indicate potential lead, conduct a lead swab test. Swab tests must meet criteria outlined in 40 CFR 745.88 (c)(1) and (2).
- Contractor responsible for off-site disposal of material removed from the meter box. (Chandler may be able to accommodate disposal at city facility.)
- Restore surface landscape disturbed during inspection to initial conditions.

Documentation and Reporting:

- Submit photographs of the service line at each inspection point (one at building exterior and two within meter box or near meter box depending upon if Tier 1 or Tier 2 verification method is used).
- Pipe material must be easily determined through photographs.
- Complete a service line identification electronic form provided by the city.
- Provide a summary of service line identification results and photographs in electronic format. (An ArcGIS application to capture field verification data may be developed and used for this project (tablets/smart phones with WiFi)
- If photographs or information in electronic form is incomplete or incorrect, contractor will be required to reperform work effort at no cost to the city

The Contractor shall take reasonable efforts to protect and prevent damage to wires, cable, structures, fences, vehicles, trees, plants and other assets while performing services under the awarded contract.
Any damage caused by the Contractor to public or private property shall be corrected by repair or replacement by the Contractor, at the Contractor's expense, to the satisfaction of the property owner and/or the city.

- Meter boxes or lids damaged during contractor activities associated with this contract will be provided to the contractor by the city.

The Contractor shall furnish all labor, materials, and equipment necessary for the requested services.
The Contractor shall provide applicable service line data within 24 hours of inspection.
Should the Contractor discover an active leak during the inspection identification, this information shall be delivered immediately to the city or designee via email or phone call.
The Contractor shall develop an overall schedule of work to be approved by the city prior to the commencement of work. The city shall furnish the service provider with the general locations of planned work activities at least one (1) business day in advance by email or in person.
When necessary, the Contractor shall provide all traffic control services, in order to ensure a safe working environment at all times. At a minimum, all work vehicles will clearly identify the Contractor, safety cones, and include appropriate flashing hazard lights.

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SMALL WATER METER REPAIR AND REPLACMENT GENERAL INFORMATION

WATER METER MANUFACTURER:

Neptune Smart Meters or approved equal (supplied by the city)

THE CITY WILL PROVIDE THE FOLOWING:

a. Meters
b. Registers
c. Gaskets
d. All necessary fittings – gate valves, strainers, reducers, spools, and any/all lead-free brass fittings for the bypasses.

RESPONSE TIME:

Contractor will be required to respond by phone and email to the initial service call from the city within twelve (12) hours.

Contractors shall commence work once Notice to Proceed is given. Emergency service response time shall be within two (2) to three (3) hours from the initial call from the city to arriving onsite.

NONPERFORMANCE FEE TABLE:

SITUATION	AMOUNT TO BE DEDUCTED
A. Failure to respond to emergency calls within the specified time limits required.	$100 per site/emergency
B. Failure to start and satisfactorily complete the required work within the specified time limits required.	$50 per site/day

CONTRACTOR RESPONSIBILITY'S:

a. The Contractor shall provide all labor, supervision, tools, equipment, supplies and materials not provided by the city necessary to provide all services contained in this RFP, including all consumables.
    i. Consumable materials shall include but not limited to, cleaning supplies, lubricants, etc. These are materials that are "consumed" by performing the work, which are different from repair parts used for replacement of specific water meter components.
b. All permits and licenses necessary for the installation of equipment shall be secured and paid for by the Contractor. The Contractor shall possess appropriate licenses for the services proposed herein.
c. Confined space entry is likely with this contract. It shall be the responsibility of each Contractor to supply all necessary equipment, train employees, and comply with any Safety, OSHA, EPA, and/or Federal or State of Arizona rules, regulations or other requirements, as each may apply.
d. The Contractor shall ensure all requirements contained in the Special Terms and Conditions of this RFP shall be adhered to with regards to all safety apparel used by Contractor employees/staff, manual traffic directors, and traffic operations on roadways/thoroughfares.
e. The Contractor shall coordinate with the Meter Services Supervisor or designee for pickup

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of new meters and related equipment/materials and delivery of existing retired meters to the warehouse for disposal, parts needed for the installation of bypasses where required installation of endpoints (where applicable), and proper documentation of installation. Prices shall include all labor to perform these functions to successfully perform all services. Meters, registers (with inline connectors where required), and end points will be supplied by the city.

f. Prior to starting the site installation, the Contractor shall determine if additional plumbing work is required beyond the specified scope of the contract. If so, the installation shall be rescheduled, and the city shall be notified.
g. The Contractor will be responsible for any lost, stolen or damaged new meters provided by the city.
h. At no time shall the Contractor start an installation and then leave it unfinished unless prior city authorization provided.
i. The Contractor shall leave the installation site in a clean and neat condition, equal to, or better than, the condition of the site upon the Contractor's arrival.
j. Any non-standard installation found by the Contractor, including missing or tampered meters, or flagrant code violations observed by the Contractor shall be reported to the city.
k. Digital photographs
    i. The city requires that digital photographs be taken before and after installation, which must have an accurate date and time stamp, and accessible to city staff.

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SMALL WATER METER REPAIR AND REPLACEMENT

a. Definition: Water meters ranging in size from 5/8" to 2".
b. The city will provide the following:
    i. Meters
    ii. Registers
    iii. Gaskets
    iv. Meter boxes and lids
    v. Padlocks
    vi. Lockable meter boxes

c. Water Meter Replacement Requirements
    i. All meters will be replaced in accordance with the latest American Water Works Association (AWWA) standards.
    ii. The water meters to be replaced will be determined by city.
    iii. The city will provide all equipment and new meters for replacement.

d. Water Meter Replacement Procedures
    i. Contractor will notify customer of meter replacement a week prior (business days) via a door hanger. Language on door hanger must be city approved.
    ii. Verify address and meter number to ensure they match to the service order provided.
    iii. Advise customers of your presence.
    iv. Inform customer of the short interruption to their water service that will occur for replacing the meter.
    v. Prior to commencing each meter replacement at a customer's premises, the Contractor shall inspect existing water meter settings, service piping and shut off valves. If the Contractor determines that existing conditions are such that damage to the existing service piping or the resident's property would result, the city will be so notified, and the Contractor shall await the city's decision on how to proceed and then proceed in accordance with that decision.
    vi. Remove meter box lid along with any dirt and debris from inside the box.
    vii. Shut off water supply to the meter.
    viii. Remove old meter and protect all in-ground piping from contaminants.
    ix. Upon removal, all old meters and/or register heads, due to the large number of meters that will be replaced, anything with tags can be replaced with photograph. Contractor must take a before and after photograph of the meter with meter number and read. The team must have access to those photographs from the contractor.
    x. Remove caps from new meter and put them on the old meter that was removed.
    xi. Install new meter and endpoint.
    xii. The Contractor shall replace all gaskets with new rubber gaskets when the meter is replaced. Any meters set improperly by the Contractor shall be reset correctly at the expense of the Contractor. Any damage to couplings, threads, unions or meters by use of improper tools or cross-threading shall also be corrected by the Contractor, at Contractor's expense.

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xiii. After new meter is installed, open water supply very slowly to avoid causing any damage.
xiv. Open customer's hose bib to flush line and confirm meter is operating correctly
xv. Close customer's hose bib after flushing.
xvi. Confirm that there are no leaks.
xvii. Confirm that endpoint is properly communicating.
xviii. Advise customer that the work is complete and that their water has been turned back on.
xix. Restore the area around meter box and leave customer's yard as it was found.
xx. Complete the service order with the following information:

1. Old meter final reading
2. New meter number
3. New meter reading should be zero (0)
4. New or existing endpoint number
5. Date on Site:
6. Time on Site: From _ to ____ (what time the employee arrives to conduct work, and what time the work ends)
7. On-site employee name(s).
8. Site observations
9. Photographs – before and after services performed.

e. Small Replacement and Installation Reporting (Real Time)

i. Completed service orders provided shall be returned daily. Any additional report formats available can be established with consultation with, and approval by the City. Contractor will be required to utilize software approved by the City to meet minimum requirements for data inventory and reporting. Mass meter exchange file shall be 100% QA/QC'd by contractor prior to submission to the city.
ii. The contractor shall immediately notify the appropriate city representative via telephone, or email in the event that any abnormal events occur. Emailed copies of reports may be requested by the city.

f. Small Meter Repair and Replacement/New Installation

i. Experimental equipment/methods are prohibited, unless first approved by the city. Using approved equipment and methods, all meters tested, repaired, and/or retrofitted shall be calibrated to be as near 100% accuracy as practical.

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CONTRACTOR'S PERSONNEL AND VEHICLE IDENTIFICATION:

- **a.** The Contractor and/or its employees will not solicit or accept any business from the customer. The recommendation of a particular plumber or company and/or the performance of work other than the meter installations are also prohibited.
- **b.** Only Contractor's workers who are technically competent and are of acceptable character and personality for work that involves unsupervised entry into individual residences will be hired. The Contractor will only utilize employees who have successfully passed a background investigation.
- **c.** The Contractor will provide the city with the names and any other information required by the city for these installation personnel.
- **d.** Whenever the city notifies the Contractor in writing of any person whose work is; careless, disorderly, or otherwise unsatisfactory, that person shall be discharged from performing services under this contract.
- **e.** The Contractor's field personnel shall wear similar uniforms with the company logo and shall have on their person, displayed in a conspicuous manner, a picture identification badge. The picture ID shall have the Contractor's name, employee name, title and signature, employee's picture and employee ID number. Employees without proper uniforms and identification will not be permitted to work.
- f. The Contractor's employees should carry calling cards listing the Contractor's name and telephone number. A calling card should be left, by the Contractor's employee at every customer location where work has been performed. An emergency number shall also be listed that can be used by the customer, on weekends and after regular business hours.
- **g.** The Contractor's vehicles, including private vehicles used for the Contractor's work, shall have the company logo and/or name prominently displayed on both sides of the vehicle.

PARKING AND TRAFFIC CONTROL

- **a.** Contract will follow all City parking laws.
- **b.** Safety - Contractor shall be responsible for all traffic control and safety on site of work.
- **c.** Any and all work carried out on adjacent roadways and thoroughfares will use the appropriate traffic barricading as set forth in the City of Chandler TRAFFIC BARRICADE MANUAL published by the Street Transportation Department as adopted by the City of Chandler. Any and all pruning operations must comply with the safety standards set forth in ANSI 133. All traffic control and lane closures shall be presented as a written plan to City of Chandler Traffic Engineering (480-782-3454) of the Transportation Division.
- **d.** Please reference Chapter 7, Section 7.6 of the City of Chandler Engineering and Design Standards Manual for all temporary traffic control devices to be used during service line verification process. Manual is available here: https://www.chandleraz.gov/sites/default/files/City-of-Chandler-Engineering-Design-Standards-Manual.pdf
- **e.** Non-compliance of any safety or related items within this Contract will result in a deficiency of performance deduction of a minimum of $100 from the city payment made to the Contractor.

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INSPECTION

a. The city reserves the right to inspect any and all work either in progress or completed and if found unsatisfactory and/or in conflict with the provisions set forth in the Contract, hold back payment for work completed, provided however, that the Contractor has been given proper notification and allowed a sufficient amount of time to correct the aforementioned condition.

b. Improper installations.

   i. Contractor shall be responsible for replacing any meter, MIU or appurtenances improperly set by its Installer. The Contractor shall correct any damage to couplings, threads, unions or meters by use of improper tools or cross threading by an Installer at Contractor's expense.

c. Leaks after installation.

   i. Contractor shall be responsible for correcting any leaks at the valves, couplings or service lines that could reasonably be attributed to the meter installation if reported by the city or customers within 30 days of installation.

CUSTOMER COMPLAINTS

a. Any complaints received by the city from property owners dissatisfied with the installation shall be corrected by the Contractor before payment is made. The decision by the city regarding the credibility of an owner's complaint shall be final. The Contractor shall promptly correct any deficiencies, including but not limited to leaks that are a direct or indirect result of the installation when directed to do so by the city. It shall be presumed that any leaks in the vicinity of the water meter reported by the customer to either the city or the Contractor within 60 calendar days after completion of work at the customer's property are the result of the work, unless a preexisting condition had been noted on the work order. The Contractor shall repair such leaks and correct all damages which occur during the five (5) day period at the Contractor's expense.

WARRANTY

a. Installation warranties.

   i. All installation work, including materials used in the installation performed under this contract, shall be guaranteed against defects in workmanship for a period of one year. Any installations that fail during this period shall be corrected at Contractor's sole expense.

SALVAGE OF OLD METERS

a. All meters removed and replaced will be the property of the city. The Contractor shall be held accountable for the return of all old meters and/or register heads.

b. Upon removal, all old meters and/or register heads, due to the large number of meters that will be replaced, anything with tags can be replaced with photograph. Contractor must take a before and after photograph of the meter with meter number and read. The team must have access to those photographs from the contractor. Removed meters and at least one copy of a

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fully completed installation form shall be returned to the city within one week after completing the installation of each meter.

WEATHER – SUSPENSION OF WORK

In the event of inclement weather, the Contractor must obtain approval from the city prior to performing any work. The city reserves the right to suspend any or all work due to poor weather conditions or other extreme conditions. The city also reserves the right to authorize the delayed work to be performed at a later date, or the city's Contract Representative may deem it more appropriate to omit the delayed work and resume the normal schedule. The Contractor shall not perform any suspended work without written authorization from the city.

MATERIALS AND/OR EQUIPMENT

Materials and/or equipment, furnished by the city will be delivered or made available to the Contractor when necessary. The Contractor will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages that may occur after such acceptance.

PROJECT DATA AND DOCUMENTS

The Contractor shall be entitled to rely upon the accuracy of all data furnished by the city, which is or may be used by the Contractor in the provision of services under this Contract. The Contractor has the right to retain and use all data furnished, and all plans, designs, specifications and other work product created by the Contractor during its provision of service under this Contract.

INVOICING

a. Invoices will be submitted bi-monthly and must include the itemize pay items with quantities used to calculate the invoice amounts. Invoices shall be accompanied with approved meter testing and repair reports for the period and specific meters being invoiced for. Upon receipt and approval of invoices and reports, payments will be made to the Contractor per the contract payment terms. The Contractor shall use the same pricing descriptions provided in the contract award notice.

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EXHIBIT B TO AGREEMENT
PRICING

Pricing includes a total for building exterior inspection and meter box inspection (either tier 1 or tier 2) and documentation.

LOT A

	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	Estimated QTY	UOM (	UNIT PRICE (normal business hours)	Extended Price (Estimated Quantity x Unit Price)	Estimated Completion (in weeks)
1.	Cost per Tier 1 inspection (number of inspections may be assigned based on number of awards)	21,000+	EA	$ 30	$ 630,000	25
2.	Cost per Tier 2 inspection (number of inspections may be assigned based on number of awards)	5000+	EA	$ 45	$ 225,000	25

LOT B

	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	Estimated QTY	UOM	UNIT PRICE (normal business hours)	Extended Price (Estimated Quantity x Unit Price)	Estimated Completion (in weeks)
3.	5/8-inch meter replacement	5,000	EA	$ 55	$275,000	15
4.	3/4-inch meter replacement	500	EA	$ 55	$27,500	1
5.	1 inch meter replacement	2,000	EA	$ 55	$110,000	5
6.	1 ½ inch meter replacement	1,500	EA	$ 175	$262,500	20
7.	2-inch meter replacement	1,000	EA	$ 350	$350,000	20

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	LOT C DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	Estimated QTY	UOM	UNIT PRICE (normal business hours)	Extended Price (Estimated Quantity x Unit Price)	Estimated Completion (in weeks)
1.	Cost per Tier 1 inspection (number of inspections may be assigned based on number of awards) + 5/8 inch meter replacement	5000+	EA	$ 74	$ 370,000	18
2.	Cost per Tier 1 inspection (number of inspections may be assigned based on number of awards) + 3/4 inch meter replacement	500+	EA	$ 74	$ 37,000	1
3.	Cost per Tier 1 inspection (number of inspections may be assigned based on number of awards) + 1 inch meter replacement	2000+	EA	$ 74	$ 148,000	6
4.	Cost per Tier 1 inspection (number of inspections may be assigned based on number of awards) + 1 ½ inch meter replacement	1500+	EA	$ 200	$ 300,000	20
5.	Cost per Tier 1 inspection (number of inspections may be assigned based on number of awards) + 2 inch meter replacement	1000+	EA	$ 410	$ 410,000	20
6.	Cost per Tier 2 inspection (number of inspections may be assigned based on number of awards) + 5/8 inch meter replacement	5000+	EA	$ 85	$ 425,000	26
7.	Cost per Tier 2 inspection (number of inspections may be assigned based on number of awards) + 3/4 inch meter replacement	500+	EA	$ 85	$ 42,500	2
8.	Cost per Tier 2 inspection (number of inspections may be assigned based on number of awards) + 1 inch meter replacement	2000+	EA	$ 85	$ 170,000	9
9	Cost per Tier 2 inspection (number of inspections may be assigned based on number of awards) + 1 ½ inch meter replacement	1500+	EA	$ 210	$ 315,000	26
10.	Cost per Tier 2 inspection (number of inspections may be assigned based on number of awards) + 2 inch meter replacement	1000+	EA	$ 425	$ 425,000	26

*Quantities are estimates only and not promised.

ANY/ALL OTHER SERVICES AND PRICING OFFERED BY VENDOR

Description	Unit Price
Excessive Dirt Removal (if completing meter-only, no surveys)	$15

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EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each

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occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

D. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.

1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or

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testing requirements in the performance of this Contract/Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
   a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
   b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
   c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
   d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
   e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

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5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three-year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

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2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

WORK IN CITY RIGHT-OF-WAY

Work within the City's Right-of-Way. All work performed within the City's Right-of-Way by the Contractor and his/her subcontractors must comply with the City of Chandler requirements.

ACCESS TO SECURED FACILITIES

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any

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default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of $1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

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City Clerk Document No. _____

City Council Meeting Date: March 27, 2025

CITY OF CHANDLER SERVICES AGREEMENT
SMALL WATER METER REPLACEMENT AND FIELD VERIFICATION SERVICES
CITY OF CHANDLER AGREEMENT NO. PW5-4640-4871

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Hydra Contracting, LLC, an Arizona Limited Liability Company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2025 (Effective Date).

RECITALS

A. On or about January 13, 2025, the City issued a solicitation for small water meter replacement and field verification services. Under the solicitation, the City proposes to enter into three related agreements to provide small water meter replacements and field verification services in various amounts for the prices set forth in each small water meter replacements and field verification services agreement. Although the amount and type of small water meter replacements and field verification services purchased by the City may vary, the total sum for all three small water meter replacements and field verification services agreements must not exceed $2,500,000.

B. City proposes to purchase small water meter replacement and field verification services from Contractor as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

C. Contractor is ready, willing, and able to provide the goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

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SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is March 28 2025, through December 31, 2025, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to one additional term of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment.

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4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost

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of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor’s property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

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5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	For the Contractor
Name: Raquel McMahon	Name: David Michael Munoz
Title: Procurement Officer	Title: President
Address: 175 S. Arizona Ave.	Address: 9885 S. Priest Drive, Suite #102
Chandler, AZ 85225	Tempe, AZ 85284
Phone: 480-782-2407	Phone: 602-502-9152
Email: raquel.mcmahon@chandleraz.gov	Email: michael@hydracontracting.com

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5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

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5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides goods or services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its

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subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law

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provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.30 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.31 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.33 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.35 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.36 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept

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secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.39 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.42 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.43 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but

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not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.45 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.46 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.47 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.48 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.49 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.50 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.51 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.52 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be

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approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.53 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.54 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.55 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.56 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: _____

Its: _____MAYOR_____

FOR THE CONTRACTOR

By: _____

President

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

GENERAL INFORMATION/BACKGROUND

Contractor to provide all labor and equipment to perform field verification services as described within these specifications. The city has reviewed historical records and conducted service line material surveys from business and homeowners and anticipates that approximately 28,000 public and private water service locations in the city will require field verification to confirm their water service line material. Of these approximately 28,000 sites, a large percentage of them will also require the replacement of their water meter. Field verification will take place once notice to proceed is given. The field verifications must be completed within 12 months. However, sites that require both field verifications and meter replacements must be completed no later than December 31st, 2025.

Inspections may require visual, soft dig/vacuum inside meter box, or pothole type activities. Contractor will need to identify obstacles if landscaping, sidewalk, pavers, locked gates, wildlife, or pavement prevents service line verification.

Inspection site landscape is not uniform, and each site may contain unique conditions that may make it difficult to perform inspections. This topic will be covered in the training and addressed by a 'tiered' criteria description for sites.

The city and/or consulting firm hired by the city will provide training on the field verifications of service line material and expectations related to field verification inspections and testing. This training is mandatory and all field staff must complete training prior to working onsite.

GENERAL CONTRACTOR QUALIFICATIONS

Contractor must attend a service line material identification training, which will be hosted by the city and/or consulting firm hired by the city.

Chandler's preference is for the selected contractor's place of business to be located physically in the Phoenix, AZ Metropolitan area.

Contractor must have ability to perform work with several crews at any given time. While the city prefers to award to one company for all services, if in best interest of the city, award will be made to more than one company by bid lot.

Contractor shall have at least five (5) years of experience in water meter change out/installation services, and in calibration, testing, and repair services.

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SPECIFICATIONS FOR FIELD VERIFICATION SERVICES

Approximately 28,000 service lines (serving a mixture of residential and commercial properties) will require service line materials verification. Please note, city may require contractors to revisit sites to ensure service line material is identified accurately. The city will provide door hangers as part of the notification process, which will be required to be delivered by the contractor(s) on the day of the field verification.

Service Line Identification Activities and Reporting Required per Service Connection

- Identify if landscaping, sidewalk, pavers, locked gates, wildlife, or pavement prevents verification.
    - If unable to verify materials due to these conditions, document this in report for this service connection (see below for reporting). Please note contractor will not be paid for this service.

Building Exterior Examination:

- Examine and identify the service line material at the exterior wall of the building (within 18 inches of the building exterior wall).
- Perform a field identification of service line material, this may involve a magnet and/ or scratch test as necessary to assist in determination. Use of additional test methods will require prior written approval from the city.
- If the tests or examination indicate potential lead, conduct a lead swab test. (Test acquired by the contactor.) Swab tests must meet criteria outlined in 40 CFR 745.88 (c)(1) and (2). Notify the city immediately if lead service line material is identified.

Meter Box Examination:

Tier 1 Required Method:

- Expose the privately-owned and utility-owned side of the service line within the interior of the meter box using minimally invasive techniques.
- Examine and identify the service line material on each side of the service line within the meter box.
- In addition, a third point verification will be required at the hose-bib on the privately-owned side of the property.
- Perform a field identification of service line material, this may involve a magnet and/ or scratch test as necessary to assist in determination. Use of additional test methods will require prior written approval from the city.
- If the tests or examination indicate potential lead, conduct a lead swab test. Swab tests must meet criteria outlined in 40 CFR 745.88 (c)(1) and (2).
- Secure meter box lid once inspection is completed.
- Contractor responsible for off-site disposal of material removed from the meter box. (Chandler may be able to accommodate disposal at city facility.)
- In the event identification cannot be done within the meter box, provide photographs that clearly document obstacle conditions preventing identification within the meter box and proceed to Tier 2 alternative means of material identification. Documentation must be provided to present a Tier 2 obstacle.

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Tier 2 Optional Method (must be preapproved by city:

- If nearby landscaping may remain undamaged, expose the privately-owned and utility-owned side of the service line within a 2-feet radius of the meter box.
- Examine and identify the service line material on each side of the meter box. Perform a field identification of service line material, this may involve a magnet and/ or scratch test as necessary to assist in determination. Use of additional test methods will require prior written approval from the city.
- If the tests or examination indicate potential lead, conduct a lead swab test. Swab tests must meet criteria outlined in 40 CFR 745.88 (c)(1) and (2).
- Contractor responsible for off-site disposal of material removed from the meter box. (Chandler may be able to accommodate disposal at city facility.)
- Restore surface landscape disturbed during inspection to initial conditions.

Documentation and Reporting:

- Submit photographs of the service line at each inspection point (one at building exterior and two within meter box or near meter box depending upon if Tier 1 or Tier 2 verification method is used).
- Pipe material must be easily determined through photographs.
- Complete a service line identification electronic form provided by the city.
- Provide a summary of service line identification results and photographs in electronic format. (An ArcGIS application to capture field verification data may be developed and used for this project (tablets/smart phones with WiFi)
- If photographs or information in electronic form is incomplete or incorrect, contractor will be required to reperform work effort at no cost to the city

The Contractor shall take reasonable efforts to protect and prevent damage to wires, cable, structures, fences, vehicles, trees, plants and other assets while performing services under the awarded contract.
Any damage caused by the Contractor to public or private property shall be corrected by repair or replacement by the Contractor, at the Contractor's expense, to the satisfaction of the property owner and/or the city.

- Meter boxes or lids damaged during contractor activities associated with this contract will be provided to the contractor by the city.

The Contractor shall furnish all labor, materials, and equipment necessary for the requested services.
The Contractor shall provide applicable service line data within 24 hours of inspection.
Should the Contractor discover an active leak during the inspection identification, this information shall be delivered immediately to the city or designee via email or phone call.
The Contractor shall develop an overall schedule of work to be approved by the city prior to the commencement of work. The city shall furnish the service provider with the general locations of planned work activities at least one (1) business day in advance by email or in person.
When necessary, the Contractor shall provide all traffic control services, in order to ensure a safe working environment at all times. At a minimum, all work vehicles will clearly identify the Contractor, safety cones, and include appropriate flashing hazard lights.

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CONTRACTOR'S PERSONNEL AND VEHICLE IDENTIFICATION:

- **a.** The Contractor and/or its employees will not solicit or accept any business from the customer. The recommendation of a particular plumber or company and/or the performance of work other than the meter installations are also prohibited.
- **b.** Only Contractor's workers who are technically competent and are of acceptable character and personality for work that involves unsupervised entry into individual residences will be hired. The Contractor will only utilize employees who have successfully passed a background investigation.
- **c.** The Contractor will provide the city with the names and any other information required by the city for these installation personnel.
- **d.** Whenever the city notifies the Contractor in writing of any person whose work is; careless, disorderly, or otherwise unsatisfactory, that person shall be discharged from performing services under this contract.
- **e.** The Contractor's field personnel shall wear similar uniforms with the company logo and shall have on their person, displayed in a conspicuous manner, a picture identification badge. The picture ID shall have the Contractor's name, employee name, title and signature, employee's picture and employee ID number. Employees without proper uniforms and identification will not be permitted to work.
- f. The Contractor's employees should carry calling cards listing the Contractor's name and telephone number. A calling card should be left, by the Contractor's employee at every customer location where work has been performed. An emergency number shall also be listed that can be used by the customer, on weekends and after regular business hours.
- **g.** The Contractor's vehicles, including private vehicles used for the Contractor's work, shall have the company logo and/or name prominently displayed on both sides of the vehicle.

PARKING AND TRAFFIC CONTROL

- **a.** Contract will follow all City parking laws.
- **b.** Safety - Contractor shall be responsible for all traffic control and safety on site of work.
- **c.** Any and all work carried out on adjacent roadways and thoroughfares will use the appropriate traffic barricading as set forth in the City of Chandler TRAFFIC BARRICADE MANUAL published by the Street Transportation Department as adopted by the City of Chandler. Any and all pruning operations must comply with the safety standards set forth in ANSI 133. All traffic control and lane closures shall be presented as a written plan to City of Chandler Traffic Engineering (480-782-3454) of the Transportation Division.
- **d.** Please reference Chapter 7, Section 7.6 of the City of Chandler Engineering and Design Standards Manual for all temporary traffic control devices to be used during service line verification process. Manual is available here: https://www.chandleraz.gov/sites/default/files/City-of-Chandler-Engineering-Design-Standards-Manual.pdf
- **e.** Non-compliance of any safety or related items within this Contract will result in a deficiency of performance deduction of a minimum of $100 from the city

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payment made to the Contractor.

INSPECTION

a. The city reserves the right to inspect any and all work either in progress or completed and if found unsatisfactory and/or in conflict with the provisions set forth in the Contract, hold back payment for work completed, provided however, that the Contractor has been given proper notification and allowed a sufficient amount of time to correct the aforementioned condition.

WEATHER – SUSPENSION OF WORK

In the event of inclement weather, the Contractor must obtain approval from the city prior to performing any work. The city reserves the right to suspend any or all work due to poor weather conditions or other extreme conditions. The city also reserves the right to authorize the delayed work to be performed at a later date, or the city's Contract Representative may deem it more appropriate to omit the delayed work and resume the normal schedule. The Contractor shall not perform any suspended work without written authorization from the city.

MATERIALS AND/OR EQUIPMENT

Materials and/or equipment, furnished by the city will be delivered or made available to the Contractor when necessary. The Contractor will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages that may occur after such acceptance.

PROJECT DATA AND DOCUMENTS

The Contractor shall be entitled to rely upon the accuracy of all data furnished by the city, which is or may be used by the Contractor in the provision of services under this Contract. The Contractor has the right to retain and use all data furnished, and all plans, designs, specifications and other work product created by the Contractor during its provision of service under this Contract.

INVOICING

a. Invoices will be submitted bi-monthly and must include the itemized pay items with quantities used to calculate the invoice amounts. Upon receipt and approval of invoices and reports, payments will be made to the Contractor per the contract payment terms. The Contractor shall use the same pricing descriptions in exhibit B.

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EXHIBIT B TO AGREEMENT
PRICING

LOT A

	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	Estimated QTY	UOM (	UNIT PRICE (normal business hours)	Extended Price (Estimated Quantity x Unit Price)	Estimated Completion (in weeks)
1.	Cost per Tier 1 inspection (number of inspections may be assigned based on number of awards)	21,000+	EA	$ 85.00	$ 1,785,000.00	52
2.	Cost per Tier 2 inspection (number of inspections may be assigned based on number of awards)	5000+	EA	$ 100.00	$ 500,000.00	52

ANY/ALL OTHER SERVICES AND PRICING OFFERED BY VENDOR

Description	Unit Price
2nd visit return fee (in addition to Tier 1 fee)	$25.00
3rd visit (in addition to Tier 1 & 2nd visit fee)	$15.00
(2nd visit and 3rd visit fee only applicable if return is due to circumstance of no fault of Hydra Contracting. Examples include but not limited to: no contractor access, locked gates, home owner refusal, wildlife, landscaping etc.	
Hourly rate for service line repair or replacement	$500 per hour total for 4 man crew
Materials charged to invoice plus 15% mark up	

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EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each

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occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

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6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three-year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

WORK IN CITY RIGHT-OF-WAY

Work within the City's Right-of-Way. All work performed within the City's Right-of-Way by the Contractor and his/her subcontractors must comply with the City of Chandler requirements.

ACCESS TO SECURED FACILITIES

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any

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default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of $1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

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City Clerk Document No. _____

City Council Meeting Date: March 27, 2025

CITY OF CHANDLER SERVICES AGREEMENT
SMALL WATER METER REPLACEMENT AND FIELD VERIFICATION SERVICES
CITY OF CHANDLER AGREEMENT NO. PW5-4640-4871

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Metering Services, Inc., an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2025 (Effective Date).

RECITALS

A. On or about January 13, 2025, the City issued a solicitation for small water meter replacement and field verification services. Under the solicitation, the City proposes to enter into three related agreements to provide small water meter replacements and field verification services in various amounts for the prices set forth in each small water meter replacements and field verification services agreement. Although the amount and type of small water meter replacements and field verification services purchased by the City may vary, the total sum for all three small water meter replacements and field verification services agreements must not exceed $2,500,000.

B. City proposes to purchase small water meter replacement and field verification services from Contractor as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

C. Contractor is ready, willing, and able to provide the goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

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SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is March 28, 2025, through December 31, 2025, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to one additional term of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment.

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4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost

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of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor’s property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

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5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	For the Contractor
Name: Raquel McMahon	Name: Chase Frampton
Title: Procurement Officer	Title: President
Address: 175 S. Arizona Ave.	Address: 515 S. 48th St., Suite 108
Chandler, AZ 85225	Tempe, AZ 85281
Phone: 480-782-2407	Phone: 480-894-0200
Email: raquel.mcmahon@chandleraz.gov	Email: chase@msiaz.net

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5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

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5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides goods or services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its

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subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law

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provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.30 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.31 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.33 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.35 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.36 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept

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secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.39 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.42 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.43 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but

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not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.45 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.46 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.47 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.48 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.49 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.50 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.51 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.52 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be

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approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.53 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.54 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.55 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.56 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: _____

Its: MAYOR

FOR THE CONTRACTOR

By: Chase Frampton

Its: President

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

GENERAL INFORMATION/BACKGROUND

Contractor to provide all labor and equipment to perform small water meter replacements, in addition to field verification services as described within these specifications. The city has reviewed historical records and conducted service line material surveys from business and homeowners and anticipates that approximately 28,000 public and private water service locations in the city will require field verification to confirm their water service line material. Of these approximately 28,000 sites, a large percentage of them will also require the replacement of their water meter. Field verification will take place once notice to proceed is given. The field verifications must be completed within 12 months. However, sites that require both field verifications and meter replacements must be completed no later than December 31st, 2025.

Inspections may require visual, soft dig/vacuum inside meter box, or pothole type activities. Contractor will need to identify obstacles if landscaping, sidewalk, pavers, locked gates, wildlife, or pavement prevents service line verification.

Inspection site landscape is not uniform, and each site may contain unique conditions that may make it difficult to perform inspections. This topic will be covered in the training and addressed by a 'tiered' criteria description for sites.

The city and/or consulting firm hired by the city will provide training on the field verifications of service line material and expectations related to field verification inspections and testing. This training is mandatory and all field staff must complete training prior to working onsite.

GENERAL CONTRACTOR QUALIFICATIONS

Contractor must attend a service line material identification training, which will be hosted by the city and/or consulting firm hired by the city.

Chandler's preference is for the selected contractor's place of business to be located physically in the Phoenix, AZ Metropolitan area.

Contractor must have ability to perform work with several crews at any given time. While the city prefers to award to one company for all services, if in best interest of the city, award will be made to more than one company by bid lot.

Contractor shall have at least five (5) years of experience in water meter change out/installation services, and in calibration, testing, and repair services.

Water meter replacement services provided by Contractor's, employees shall be performed by ADEQ Water Distribution System Operator Grade 1 certified personnel, properly trained and qualified to perform services outlined in this RFP for water meter change out.

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SPECIFICATIONS FOR FIELD VERIFICATION SERVICES

Approximately 28,000 service lines (serving a mixture of residential and commercial properties) will require service line materials verification. Please note, city may require contractors to revisit sites to ensure service line material is identified accurately. The city will provide door hangers as part of the notification process, which will be required to be delivered by the contractor(s) on the day of the field verification.

Service Line Identification Activities and Reporting Required per Service Connection

- Identify if landscaping, sidewalk, pavers, locked gates, wildlife, or pavement prevents verification.
    - If unable to verify materials due to these conditions, document this in report for this service connection (see below for reporting). Please note contractor will not be paid for this service.

Building Exterior Examination:

- Examine and identify the service line material at the exterior wall of the building (within 18 inches of the building exterior wall).
- Perform a field identification of service line material, this may involve a magnet and/ or scratch test as necessary to assist in determination. Use of additional test methods will require prior written approval from the city.
- If the tests or examination indicate potential lead, conduct a lead swab test. (Test acquired by the contactor.) Swab tests must meet criteria outlined in 40 CFR 745.88 (c)(1) and (2). Notify the city immediately if lead service line material is identified.

Meter Box Examination:

Tier 1 Required Method:

- Expose the privately-owned and utility-owned side of the service line within the interior of the meter box using minimally invasive techniques.
- Examine and identify the service line material on each side of the service line within the meter box.
- In addition, a third point verification will be required at the hose-bib on the privately-owned side of the property.
- Perform a field identification of service line material, this may involve a magnet and/ or scratch test as necessary to assist in determination. Use of additional test methods will require prior written approval from the city.
- If the tests or examination indicate potential lead, conduct a lead swab test. Swab tests must meet criteria outlined in 40 CFR 745.88 (c)(1) and (2).
- Secure meter box lid once inspection is completed.
- Contractor responsible for off-site disposal of material removed from the meter box. (Chandler may be able to accommodate disposal at city facility.)
- In the event identification cannot be done within the meter box, provide photos that clearly document obstacle conditions preventing identification within the meter box and proceed to Tier 2 alternative means of material identification. Documentation must be provided to present a Tier 2 obstacle.

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Tier 2 Optional Method (must be preapproved by city:

- If nearby landscaping may remain undamaged, expose the privately-owned and utility-owned side of the service line within a 2-feet radius of the meter box.
- Examine and identify the service line material on each side of the meter box. Perform a field identification of service line material, this may involve a magnet and/ or scratch test as necessary to assist in determination. Use of additional test methods will require prior written approval from the city.
- If the tests or examination indicate potential lead, conduct a lead swab test. Swab tests must meet criteria outlined in 40 CFR 745.88 (c)(1) and (2).
- Contractor responsible for off-site disposal of material removed from the meter box. (Chandler may be able to accommodate disposal at city facility.)
- Restore surface landscape disturbed during inspection to initial conditions.

Documentation and Reporting:

- Submit photographs of the service line at each inspection point (one at building exterior and two within meter box or near meter box depending upon if Tier 1 or Tier 2 verification method is used).
- Pipe material must be easily determined through photos.
- Complete a service line identification electronic form provided by the city.
- Provide a summary of service line identification results and photos in electronic format. (An ArcGIS application to capture field verification data may be developed and used for this project (tablets/smart phones with WiFi)
- If photos or information in electronic form is incomplete or incorrect, contractor will be required to reperform work effort at no cost to the city

The Contractor shall take reasonable efforts to protect and prevent damage to wires, cable, structures, fences, vehicles, trees, plants and other assets while performing services under the awarded contract.
Any damage caused by the Contractor to public or private property shall be corrected by repair or replacement by the Contractor, at the Contractor's expense, to the satisfaction of the property owner and/or the city.

- Meter boxes or lids damaged during contractor activities associated with this contract will be provided to the contractor by the city.

The Contractor shall furnish all labor, materials, and equipment necessary for the requested services.
The Contractor shall provide applicable service line data within 24 hours of inspection.
Should the Contractor discover an active leak during the inspection identification, this information shall be delivered immediately to the city or designee via email or phone call.
The Contractor shall develop an overall schedule of work to be approved by the city prior to the commencement of work. The city shall furnish the service provider with the general locations of planned work activities at least one (1) business day in advance by email or in person.
When necessary, the Contractor shall provide all traffic control services, in order to ensure a safe working environment at all times. At a minimum, all work vehicles will clearly identify the Contractor, safety cones, and include appropriate flashing hazard lights.

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SMALL WATER METER REPAIR AND REPLACMENT GENERAL INFORMATION

WATER METER MANUFACTURER:

Neptune Smart Meters or approved equal (supplied by the city)

THE CITY WILL PROVIDE THE FOLOWING:

a. Meters
b. Registers
c. Gaskets
d. All necessary fittings – gate valves, strainers, reducers, spools, and any/all lead-free brass fittings for the bypasses.

RESPONSE TIME:

Contractor will be required to respond by phone and email to the initial service call from the city within twelve (12) hours.

Contractors shall commence work once Notice to Proceed is given. Emergency service response time shall be within two (2) to three (3) hours from the initial call from the city to arriving onsite.

NONPERFORMANCE FEE TABLE:

SITUATION	AMOUNT TO BE DEDUCTED
A. Failure to respond to emergency calls within the specified time limits required.	$100 per site/emergency
B. Failure to start and satisfactorily complete the required work within the specified time limits required.	$50 per site/day

CONTRACTOR RESPONSIBILITY'S:

a. The Contractor shall provide all labor, supervision, tools, equipment, supplies and materials not provided by the city necessary to provide all services contained in this RFP, including all consumables.
    i. Consumable materials shall include but not limited to, cleaning supplies, lubricants, etc. These are materials that are "consumed" by performing the work, which are different from repair parts used for replacement of specific water meter components.
b. All permits and licenses necessary for the installation of equipment shall be secured and paid for by the Contractor. The Contractor shall possess appropriate licenses for the services proposed herein.
c. Confined space entry is likely with this contract. It shall be the responsibility of each Contractor to supply all necessary equipment, train employees, and comply with any Safety, OSHA, EPA, and/or Federal or State of Arizona rules, regulations or other requirements, as each may apply.
d. The Contractor shall ensure all requirements contained in the Special Terms and Conditions of this RFP shall be adhered to with regards to all safety apparel used by Contractor employees/staff, manual traffic directors, and traffic operations on roadways/thoroughfares.
e. The Contractor shall coordinate with the Meter Services Supervisor or designee for pickup

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of new meters and related equipment/materials and delivery of existing retired meters to the warehouse for disposal, parts needed for the installation of bypasses where required installation of endpoints (where applicable), and proper documentation of installation. Prices shall include all labor to perform these functions to successfully perform all services. Meters, registers (with inline connectors where required), and end points will be supplied by the city.

f. Prior to starting the site installation, the Contractor shall determine if additional plumbing work is required beyond the specified scope of the contract. If so, the installation shall be rescheduled, and the city shall be notified.
g. The Contractor will be responsible for any lost, stolen or damaged new meters provided by the city.
h. At no time shall the Contractor start an installation and then leave it unfinished unless prior city authorization provided.
i. The Contractor shall leave the installation site in a clean and neat condition, equal to, or better than, the condition of the site upon the Contractor's arrival.
j. Any non-standard installation found by the Contractor, including missing or tampered meters, or flagrant code violations observed by the Contractor shall be reported to the city.
k. Digital photographs
    i. The city requires that digital photographs be taken before and after installation, which must have an accurate date and time stamp, and accessible to city staff.

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SMALL WATER METER REPAIR AND REPLACEMENT

a. Definition: Water meters ranging in size from 5/8" to 2".
b. The city will provide the following:
    i. Meters
    ii. Registers
    iii. Gaskets
    iv. Meter boxes and lids
    v. Padlocks
    vi. Lockable meter boxes

c. Water Meter Replacement Requirements
    i. All meters will be replaced in accordance with the latest American Water Works Association (AWWA) standards.
    ii. The water meters to be replaced will be determined by city.
    iii. The city will provide all equipment and new meters for replacement.

d. Water Meter Replacement Procedures
    i. Contractor will notify customer of meter replacement a week prior (business days) via a door hanger. Language on door hanger must be city approved.
    ii. Verify address and meter number to ensure they match to the service order provided.
    iii. Advise customers of your presence.
    iv. Inform customer of the short interruption to their water service that will occur for replacing the meter.
    v. Prior to commencing each meter replacement at a customer's premises, the Contractor shall inspect existing water meter settings, service piping and shut off valves. If the Contractor determines that existing conditions are such that damage to the existing service piping or the resident's property would result, the city will be so notified, and the Contractor shall await the city's decision on how to proceed and then proceed in accordance with that decision.
    vi. Remove meter box lid along with any dirt and debris from inside the box.
    vii. Shut off water supply to the meter.
    viii. Remove old meter and protect all in-ground piping from contaminants.
    ix. Upon removal, all old meters and/or register heads, due to the large number of meters that will be replaced, anything with tags can be replaced with photograph. Contractor must take a before and after photograph of the meter with meter number and read. The team must have access to those photographs from the contractor.
    x. Remove caps from new meter and put them on the old meter that was removed.
    xi. Install new meter and endpoint.
    xii. The Contractor shall replace all gaskets with new rubber gaskets when the meter is replaced. Any meters set improperly by the Contractor shall be reset correctly at the expense of the Contractor. Any damage to couplings, threads, unions or meters by use of improper tools or cross-threading shall also be corrected by the Contractor, at Contractor's expense.

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xiii. After new meter is installed, open water supply very slowly to avoid causing any damage.
xiv. Open customer's hose bib to flush line and confirm meter is operating correctly
xv. Close customer's hose bib after flushing.
xvi. Confirm that there are no leaks.
xvii. Confirm that endpoint is properly communicating.
xviii. Advise customer that the work is complete and that their water has been turned back on.
xix. Restore the area around meter box and leave customer's yard as it was found.
xx. Complete the service order with the following information:

1. Old meter final reading
2. New meter number
3. New meter reading should be zero (0)
4. New or existing endpoint number
5. Date on Site:
6. Time on Site: From _ to ____ (what time the employee arrives to conduct work, and what time the work ends)
7. On-site employee name(s).
8. Site observations
9. Photographs – before and after services performed.

e. Small Replacement and Installation Reporting (Real Time)

i. Completed service orders provided shall be returned daily. Any additional report formats available can be established with consultation with, and approval by the City. Contractor will be required to utilize software approved by the City to meet minimum requirements for data inventory and reporting. Mass meter exchange file shall be 100% QA/QC'd by contractor prior to submission to the city.
ii. The contractor shall immediately notify the appropriate city representative via telephone, or email in the event that any abnormal events occur. Emailed copies of reports may be requested by the city.

f. Small Meter Repair and Replacement/New Installation

i. Experimental equipment/methods are prohibited, unless first approved by the city. Using approved equipment and methods, all meters tested, repaired, and/or retrofitted shall be calibrated to be as near 100% accuracy as practical.

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CONTRACTOR'S PERSONNEL AND VEHICLE IDENTIFICATION:

- **a.** The Contractor and/or its employees will not solicit or accept any business from the customer. The recommendation of a particular plumber or company and/or the performance of work other than the meter installations are also prohibited.
- **b.** Only Contractor's workers who are technically competent and are of acceptable character and personality for work that involves unsupervised entry into individual residences will be hired. The Contractor will only utilize employees who have successfully passed a background investigation.
- **c.** The Contractor will provide the city with the names and any other information required by the city for these installation personnel.
- **d.** Whenever the city notifies the Contractor in writing of any person whose work is; careless, disorderly, or otherwise unsatisfactory, that person shall be discharged from performing services under this contract.
- **e.** The Contractor's field personnel shall wear similar uniforms with the company logo and shall have on their person, displayed in a conspicuous manner, a picture identification badge. The picture ID shall have the Contractor's name, employee name, title and signature, employee's picture and employee ID number. Employees without proper uniforms and identification will not be permitted to work.
- f. The Contractor's employees should carry calling cards listing the Contractor's name and telephone number. A calling card should be left, by the Contractor's employee at every customer location where work has been performed. An emergency number shall also be listed that can be used by the customer, on weekends and after regular business hours.
- **g.** The Contractor's vehicles, including private vehicles used for the Contractor's work, shall have the company logo and/or name prominently displayed on both sides of the vehicle.

PARKING AND TRAFFIC CONTROL

- **a.** Contract will follow all City parking laws.
- **b.** Safety - Contractor shall be responsible for all traffic control and safety on site of work.
- **c.** Any and all work carried out on adjacent roadways and thoroughfares will use the appropriate traffic barricading as set forth in the City of Chandler TRAFFIC BARRICADE MANUAL published by the Street Transportation Department as adopted by the City of Chandler. Any and all pruning operations must comply with the safety standards set forth in ANSI 133. All traffic control and lane closures shall be presented as a written plan to City of Chandler Traffic Engineering (480-782-3454) of the Transportation Division.
- **d.** Please reference Chapter 7, Section 7.6 of the City of Chandler Engineering and Design Standards Manual for all temporary traffic control devices to be used during service line verification process. Manual is available here: https://www.chandleraz.gov/sites/default/files/City-of-Chandler-Engineering-Design-Standards-Manual.pdf
- **e.** Non-compliance of any safety or related items within this Contract will result in a deficiency of performance deduction of a minimum of $100 from the city payment made to the Contractor.

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INSPECTION

a. The city reserves the right to inspect any and all work either in progress or completed and if found unsatisfactory and/or in conflict with the provisions set forth in the Contract, hold back payment for work completed, provided however, that the Contractor has been given proper notification and allowed a sufficient amount of time to correct the aforementioned condition.

b. Improper installations.

   i. Contractor shall be responsible for replacing any meter, MIU or appurtenances improperly set by its Installer. The Contractor shall correct any damage to couplings, threads, unions or meters by use of improper tools or cross threading by an Installer at Contractor's expense.

c. Leaks after installation.

   i. Contractor shall be responsible for correcting any leaks at the valves, couplings or service lines that could reasonably be attributed to the meter installation if reported by the city or customers within 30 days of installation.

CUSTOMER COMPLAINTS

a. Any complaints received by the city from property owners dissatisfied with the installation shall be corrected by the Contractor before payment is made. The decision by the city regarding the credibility of an owner's complaint shall be final. The Contractor shall promptly correct any deficiencies, including but not limited to leaks that are a direct or indirect result of the installation when directed to do so by the city. It shall be presumed that any leaks in the vicinity of the water meter reported by the customer to either the city or the Contractor within 60 calendar days after completion of work at the customer's property are the result of the work, unless a preexisting condition had been noted on the work order. The Contractor shall repair such leaks and correct all damages which occur during the five (5) day period at the Contractor's expense.

WARRANTY

a. Installation warranties.

   i. All installation work, including materials used in the installation performed under this contract, shall be guaranteed against defects in workmanship for a period of one year. Any installations that fail during this period shall be corrected at Contractor's sole expense.

SALVAGE OF OLD METERS

a. All meters removed and replaced will be the property of the city. The Contractor shall be held accountable for the return of all old meters and/or register heads.

b. Upon removal, all old meters and/or register heads, due to the large number of meters that will be replaced, anything with tags can be replaced with photograph. Contractor must take a before and after photograph of the meter with meter number and read. The team must have access to those photographs from the contractor. Removed meters and at least one copy of a

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fully completed installation form shall be returned to the city within one week after completing the installation of each meter.

WEATHER – SUSPENSION OF WORK

In the event of inclement weather, the Contractor must obtain approval from the city prior to performing any work. The city reserves the right to suspend any or all work due to poor weather conditions or other extreme conditions. The city also reserves the right to authorize the delayed work to be performed at a later date, or the city's Contract Representative may deem it more appropriate to omit the delayed work and resume the normal schedule. The Contractor shall not perform any suspended work without written authorization from the city.

MATERIALS AND/OR EQUIPMENT

Materials and/or equipment, furnished by the city will be delivered or made available to the Contractor when necessary. The Contractor will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages that may occur after such acceptance.

PROJECT DATA AND DOCUMENTS

The Contractor shall be entitled to rely upon the accuracy of all data furnished by the city, which is or may be used by the Contractor in the provision of services under this Contract. The Contractor has the right to retain and use all data furnished, and all plans, designs, specifications and other work product created by the Contractor during its provision of service under this Contract.

INVOICING

a. Invoices will be submitted bi-monthly and must include the itemize pay items with quantities used to calculate the invoice amounts. Invoices shall be accompanied with approved meter testing and repair reports for the period and specific meters being invoiced for. Upon receipt and approval of invoices and reports, payments will be made to the Contractor per the contract payment terms. The Contractor shall use the same pricing descriptions provided in the contract award notice.

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EXHIBIT B TO AGREEMENT
PRICING

Pricing includes a total for building exterior inspection and meter box inspection (either tier 1 or tier 2) and documentation.

LOT A

	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	Estimated QTY	UOM (	UNIT PRICE (normal business hours)	Extended Price (Estimated Quantity x Unit Price)	Estimated Completion (in weeks)
1.	Cost per Tier 1 inspection (number of inspections may be assigned based on number of awards)	21,000+	EA	$ 62.50	$ 1,312,500.00	52
2.	Cost per Tier 2 inspection (number of inspections may be assigned based on number of awards)	5000+	EA	$ 135.00	$ 675,000.00	52

LOT B

	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	Estimated QTY	UOM	UNIT PRICE (normal business hours)	Extended Price (Estimated Quantity x Unit Price)	Estimated Completion (in weeks)
3.	5/8-inch meter replacement	5,000	EA	$ 46.50	$232,500.00	42
4.	3/4-inch meter replacement	500	EA	$ 46.50	$23,250.00	42
5.	1 inch meter replacement	2,000	EA	$ 53.50	$107,000.00	42
6.	1 ½ inch meter replacement	1,500	EA	$ 215.00	$322,500.00	42
7.	2-inch meter replacement	1,000	EA	$ 215.00	$215,000.00	42

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	LOT C DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	Estimated QTY	UOM	UNIT PRICE (normal business hours)	Extended Price (Estimated Quantity x Unit Price)	Estimated Completion (in weeks)
1.	Cost per Tier 1 inspection (number of inspections may be assigned based on number of awards) + 5/8 inch meter replacement	5000+	EA	$ 102.50	$ 512,500.00	42
2.	Cost per Tier 1 inspection (number of inspections may be assigned based on number of awards) + 3/4 inch meter replacement	500+	EA	$ 102.50	$ 51,250.00	42
3.	Cost per Tier 1 inspection (number of inspections may be assigned based on number of awards) + 1 inch meter replacement	2000+	EA	$ 112.50	$ 225,000.00	42
4.	Cost per Tier 1 inspection (number of inspections may be assigned based on number of awards) + 1 ½ inch meter replacement	1500+	EA	$ 275.00	$ 412,500.00	42
5.	Cost per Tier 1 inspection (number of inspections may be assigned based on number of awards) + 2 inch meter replacement	1000+	EA	$ 290.00	$ 290,000.00	42
6.	Cost per Tier 2 inspection (number of inspections may be assigned based on number of awards) + 5/8 inch meter replacement	5000+	EA	$ 170.00	$ 850,000.00	42
7.	Cost per Tier 2 inspection (number of inspections may be assigned based on number of awards) + 3/4 inch meter replacement	500+	EA	$ 170.00	$ 85,000.00	42
8.	Cost per Tier 2 inspection (number of inspections may be assigned based on number of awards) + 1 inch meter replacement	2000+	EA	$ 180.00	$ 360,000.00	42
9	Cost per Tier 2 inspection (number of inspections may be assigned based on number of awards) + 1 ½ inch meter replacement	1500+	EA	$ 320.00	$ 480,000.00	42
10.	Cost per Tier 2 inspection (number of inspections may be assigned based on number of awards) + 2 inch meter replacement	1000+	EA	$ 320.00	$ 320,000.00	42

*Quantities are estimates only and not promised.

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ANY/ALL OTHER SERVICES AND PRICING OFFERED BY VENDOR

Description	Unit Price
Miscellaneous Labor - Pulling box, removing landscape, scheduling etc.	$85.00 per hour
For Lot B Only - Hang Door Tag/ Pre Installation Survey/ Box Clean	$20.00 per meter
Return Fee for the inability to capture third of verification at the home.	$25.00 per visit
For Lot A & C - When using Sharepoint File instead of ARC App - Additional Charge	$10.00 per line investigation

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EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each

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occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

D. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.

1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or

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testing requirements in the performance of this Contract/Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
   a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
   b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
   c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
   d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
   e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

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5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three-year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

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2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

WORK IN CITY RIGHT-OF-WAY

Work within the City's Right-of-Way. All work performed within the City's Right-of-Way by the Contractor and his/her subcontractors must comply with the City of Chandler requirements.

ACCESS TO SECURED FACILITIES

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any

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default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of $1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA25-066

Date:	March 24, 2025
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager John Knudson, Public Works and Utilities Director
From:	Josef Kennis, Wastewater Facilities Manager
Subject:	Purchase of Asphalt Products and Services

Proposed Motion:

Move City Council approve the purchase of asphalt products and services, from Sunland Asphalt & Construction, LLC, utilizing the 1GPA Agreement No. 22-15P-04, in an amount not to exceed $131,765.46.

Background/Discussion:

The Ocotillo Brine Reduction Facility (OBRF), located at 3737 S. Old Price Road, will replace 1,908 square yards of driveway asphalt and resurface the remaining pavement surface that makes up the total driveway and parking areas of the facility. The OBRF's driveway supports tractor-trailer traffic with daily deliveries of chemicals and the removal of waste sludge. This work is necessary to correct damage from decades of wear, tear, and weathering on the asphalt surface first installed in 1994, which now shows significant signs of checkering, large cracks, and pavement deterioration.

The contractor will provide the removal of the original surface down to three inches, grading to prepare the base, and replace the most significantly damaged area with new asphalt. The remainder of the OBRF's asphalt was installed in 2013 and will only require surface preparation, crack seal, and final surface sealant to provide a proper driving surface. This contract will incorporate both work segments to provide the OBRF with a renewed driving surface.

Costs associated with the Ocotillo Brine Reduction Facility will be reimbursed by

Intel Corporation.

Evaluation:

On March 16, 2022, Mary C. O'Brien Accomodation School/Pinal County ESA, partnering with 1GPA, served as the lead agency to competitively solicit and award a contract for asphalt products and services to Sunland Asphalt & Construction, LLC. The city has a current agreement with 1GPA allowing for the cooperative use of its contracts. The 1GPA contract is valid through June 28, 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
616.3930.5219	Wastewater Industrial Process	N/A	$131,765.46	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-084

Date:	March 24, 2025
To:	Mayor and Council
	Joshua H. Wright, City Manager
Thru:	Dawn Lang, Deputy City Manager - CFO
	Matt Dunbar, Budget & Policy Director
From:	Sylvia Dlott, Budget & Research Administrator
Subject:	Public Hearing – Results of Biennial Impact Fee Audit

Proposed Motion:

1. Open Public Hearing
2. Staff Presentation
3. Council Discussion
4. Discussion from the Audience
5. Close Public Hearing

Background/Discussion

In 2011, the Arizona State Legislature enacted SB 1525, which overhauled the State's program for determining and using impact fees (also called system development fees). The new legislation required cities to develop and publish Land Use Assumptions (LUA) and an Infrastructure Improvement Plan (IIP) to support the calculation of impact fees, as well as requiring each city to either form an advisory committee or conduct a biennial audit to validate the collection and use of impact fees. If the biennial audit option is selected, the results of the audit must be presented in a public hearing.

The Management Services Department engaged Heinfeld, Meech and Co. (Heinfeld Meech) to conduct the audit for the period covering July 1, 2022, through June 30, 2024. Representatives from the firm collected pertinent records and submitted a final report on February 25, 2025 (attached). This document is the fifth biennial audit required by state statute, with Heinfeld Meech performing each of the audits.

Audit Results

Heinfeld Meech performed six procedures as part of their engagement:

A. Compared growth projections for 2023 and 2024 related to dwelling units, population, and the various commercial square footage units, as reported in the IIP, to actual results for the proportionate 10-year projections.

B. Obtained a City-prepared report documenting the progress of each project identified in the IIP and performed the following procedures:

i. Agreed expenditures as of June 30, 2024, to the underlying accounting records; and

ii. Agreed amounts reported as estimated costs to complete to underlying accounting records.

C. Selected a sample of 80 building permits issued and determined impact fees were charged in accordance with authorized fee schedules and that each permit holder was charged the same rate as another equivalent permit holder.

D. Selected a sample of 50 expenditures and determined the expenditures were associated with an approved project in the City's IIP.

E. Evaluated any inequities in implementing the plan or imposing the impact fee through recalculating impact fees at the transaction level for the sample mentioned in C above.

F. Determined there were no instances in which the City waived impact fees, except as allowed for under A.R.S. 9-499.10.B and A.R.S. 9-500.18.

The results reflected variances in growth projections compared to actual dwelling units, population, and various commercial square footage, as would be expected. In the City's response, it was noted the comparison used was level growth over each year of the 10-year period, which does not reflect the reality of how development occurs.

As required by statute, the biennial certified audit report has been posted on the City's website and the results presented in a public hearing (presentation attached). However, no formal action is required by City Council.

Attachments

Impact Fee Audit Report

SDF Audit Public Hearing PPT

City of Chandler, Arizona
Report on Applying Agreed-Upon Procedures
Biennial Certification of Land Use Assumptions, Infrastructure Improvement Plan and Impact Fees

For the Period July 1, 2022 through June 30, 2024

City of Chandler, Arizona
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Independent Accountant's Report on Applying Agreed-Upon Procedures

Honorable Mayor and Members of the City Council
City of Chandler, Arizona

We have performed this agreed-upon procedures engagement to assist management of the City of Chandler, Arizona (City), with the requirement set forth in Arizona Revised Statutes (A.R.S.) 9-463.05.G.2 "to provide for a biennial certified audit of the municipality's land use assumptions, infrastructure improvements plan and development fees." As such, we have performed the procedures identified below, solely to assist users in evaluating the City's compliance with the progress reporting requirements of the infrastructure improvement plan for the period from July 1, 2022 through June 30, 2024, as specified in A.R.S. 9-463.05.G.2. City of Chandler, Arizona's management is responsible for its compliance with those requirements.

City of Chandler, Arizona's management has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of assisting users in determining whether the City complied with the specified requirements. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

We have applied the following procedures:

The progress of the infrastructure improvements plan.

a. Compared growth projections for 2023 and 2024 related to dwelling units, population, and the various commercial square footage units as reported in the Infrastructure Improvement Plan (IIP) to actual results for the proportionate 10-year projections. A list of all variances are reported in the Results of Procedures.
b. Obtained City-prepared report (see Appendix A) documenting the progress of each project identified in the Infrastructure Improvement Plan (IIP) and performed the following procedures:
    i. Agreed expenditures as of June 30, 2024 to the underlying accounting records.
    ii. Agreed amounts reported as estimated cost to complete to underlying accounting records.

The collection and expenditures of impact fees for each project in the plan.

c. Selected a sample of 80 building permits issued and determined fees were charged in accordance with authorized fee schedules and that each permit holder was charged the same rate as another equivalent permit holder.
d. Selected a sample of 50 expenditures and determined that the expenditures were associated with an approved project in the City's IIP.

Evaluating any inequities in implementing the plan or imposing the impact fee.

e. Evaluated any inequities in implementing the plan or imposing the impact fee through recalculating impact fees at the transaction level for the sample mentioned in procedure c above.
f. Determined that there were no instances in which the City waived impact fees, except as allowed for under A.R.S. 9-499.10.B and A.R.S. 9-500.18.

The accompanying Results of Procedures describes the items we noted.

We were engaged by City of Chandler, Arizona's management to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on compliance with the specified requirements. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of City of Chandler, Arizona and to meet our other ethical responsibilities, in accordance with relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the management of City of Chandler, Arizona, and is not intended to be and should not be used by anyone other than these specified parties.

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Scottsdale, Arizona
February 25, 2025

Procedure A

Compared growth projections for 2023 and 2024 related to dwelling units, population, and the various commercial square footage units as reported in the City's Land Use Assumptions and Infrastructure Improvements Plan (IIP) to actual current amounts for the proportionate 10-year projections. A list of all variances will be reported.

Exception:

Variances were noted for growth projections for dwelling units, population, and the various commercial square footage as reported in the Land Use Assumptions and Infrastructure Improvements Plan when compared to actual results.

Management Response:

Assumptions of equal growth of land development and the resulting fees averaged over a set period of time do not reflect the reality of how development occurs. Variances exist due to market conditions, demand for various types of land use and structures, the condition of the economy, and the availability of capital. The City of Chandler continues to take into account annual planning projections, entitled projects, and variations in construction permits to augment the equal growth assumptions when forecasting.

Total Square Footage

Note: The cumulative projected amounts for square footage assume equal growth for each year of the 10-year period with the incremental cumulative total presented for each year.

Cumulative Total as of 2023				
	Projected	Actual	Variance	Variance %
Industrial				
Citywide	39,591,692	45,598,934	6,007,242	15%
Arterial Streets	19,448,074	24,854,028	5,405,954	28%
Institutional				
Citywide	12,830,405	12,427,817	(402,588)	-3%
Arterial Streets	6,870,343	7,423,899	553,556	8%
Office				
Citywide	10,811,074	7,958,008	(2,853,066)	-26%
Arterial Streets	4,632,474	3,934,941	(697,533)	-15%
Retail				
Citywide	19,244,358	19,390,990	146,633	1%
Arterial Streets	8,104,330	8,335,605	231,275	3%

Procedure A (Continued)

Total Square Footage

Cumulative Total as of 2024				
	Projected	Actual	Variance	Variance %
Industrial				
Citywide	40,489,531	46,146,069	5,656,538	14%
Arterial Streets	20,165,130	25,358,764	5,193,634	26%
Institutional				
Citywide	12,904,892	12,453,049	(451,843)	-4%
Arterial Streets	6,946,634	7,449,131	502,497	7%
Office				
Citywide	11,337,615	8,260,002	(3,077,613)	-27%
Arterial Streets	4,866,077	4,236,935	(629,142)	-13%
Retail				
Citywide	19,407,272	19,554,465	147,193	1%
Arterial Streets	8,231,243	8,495,899	264,656	3%

Total Housing Units and Population by Service Area

Note: The cumulative projected amounts for housing units and population assume equal growth for each year of the 10-year period with the incremental cumulative total presented for each year.

Cumulative Total as of 2023				
	Projected	Actual	Variance	Variance %
Single Family				
Parks Northwest	11,733	11,850	118	1%
Parks Northeast	34,995	36,091	1,096	3%
Park Southeast	33,171	34,771	1,601	5%
Citywide	79,898	82,712	2,814	4%
Arterial Streets	43,932	52,930	8,999	20%
Multi-Family				
Parks Northwest	4,990	5,269	279	6%
Parks Northeast	18,023	15,934	(2,089)	-12%
Park Southeast	7,164	9,097	1,933	27%
Citywide	30,177	30,300	123	0%
Arterial Streets	11,430	15,934	4,505	39%
Resident Population				
Parks Northwest	42,332	43,653	1,321	3%
Parks Northeast	132,230	137,664	5,434	4%
Park Southeast	104,771	111,863	7,092	7%
Citywide	279,332	293,180	13,848	5%
Arterial Streets	144,724	175,603	30,879	21%

Procedure A (Continued)

	Cumulative Total as of 2024			
	Projected	Actual	Variance	Variance %
Single Family				
Parks Northwest	11,738	11,853	115	1%
Parks Northeast	35,047	36,176	1,129	3%
Park Southeast	33,324	34,912	1,588	5%
Citywide	80,110	82,941	2,831	4%
Arterial Streets	44,078	53,153	9,075	21%
Multi-Family				
Parks Northwest	4,998	5,334	336	7%
Parks Northeast	18,465	19,019	554	3%
Park Southeast	7,164	9,227	2,063	29%
Citywide	30,627	33,580	2,953	10%
Arterial Streets	11,487	17,238	5,751	50%
Resident Population				
Parks Northwest	42,363	43,827	43,827	3%
Parks Northeast	133,216	140,747	140,747	6%
Park Southeast	104,771	112,554	112,554	7%
Citywide	280,350	297,128	297,128	6%
Arterial Streets	145,244	179,497	179,497	24%

Procedure B

Obtained City-prepared report (see Appendix A) documenting the progress of each project identified in the Infrastructure Improvement Plan (IIP) and performed the following procedures:

a. Agreed expenditures as of June 30, 2024 to the underlying accounting records.

b. Agreed amounts reported as estimated cost to complete to underlying accounting records.

No exceptions noted.

Procedure C

Selected a sample of 80 building permits issued and determine fees were charged in accordance with authorized fee schedules and that each permit holder is charged the same rate as another equivalent permit holder.

No exceptions noted.

Procedure D

Selected a sample of 50 expenditures and determine that the expenditure was associated with an approved project in the City's IIP.

No exceptions noted.

Procedure E

Evaluated any inequities in implementing the plan or imposing the impact fee through recalculating impact fees at the transaction level for the sample mentioned in procedure c above.

No exceptions noted.

Procedure F

Determined that there were no instances in which the City waived impact fees, except as allowed for under A.R.S. 9-499.10.B and A.R.S. 9-500.18

No exceptions noted.

Appendix A

Note: Any negative amount presented are expense recoveries from prior years.

Fund **Description** **Fiscal Year**

415 Arterial Street Impact Fees	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25 though 2033-34*	Total
6ST311-Price Rd and Queen Creek Intersection	-	-	(190,862)	-	-	-	-	-		-	(190,862)
6ST478-McQueen Rd (Queen Creek Rd to Riggs Rd)	401,157	720,556	542	-	-	-	-	-		-	1,122,255
6ST482-Gilbert Rd (Germann Rd to Queen Creek Rd)	-	-	(127,921)	-	-	-	-	-		-	(127,921)
6ST548-Queen Creek Rd (McQueen Rd to Gilbert Rd)	-	262,288	246,143	601,762	2,100,347	153,606	-	-		-	3,364,147
6ST596-Gilbert Rd (Queen Creek Rd to Riggs Rd)	484,152	20,705	-	-	-	-	-	-		-	504,857
6ST607-Ocotillo Rd (Arizona Ave to McQueen Rd)	659,940	490	-	(1,011)	-	-	-	-		-	659,419
6ST608-Chandler Heights (Arizona Ave to McQueen Rd)	32,904	114,167	604,636	-	1,182,277	2,983	-	-		-	1,936,967
6ST641-Ocotillo Rd (Cooper Rd to 148th St)	147,647	513,530	1,670,914	-	334,675	48,918	35,048	3,244,472	1,286,816	42,929	7,324,949
6ST675-Cooper Rd (Queen Creek Rd to Riggs Rd)	13,741	27,498	160,137	-	45,614	2,294,623	2,644,544	556,933		39,632	5,782,722
6ST692-Chandler Heights Rd (McQueen Rd to Val Vista Dr)	-	-	181,765	469,687	119,741	122,793	858,848	5,575,618	5,263,101	10,813,252	23,404,806
6ST693-Lindsay Rd (Ocotillo Rd to Hunt Hwy)	-	-	-	-	17,915	110,764	84,842	125,002	128,139	28,331,604	28,798,266
6ST738-Gilbert Rd (Ocotillo Rd to Chandler Heights Rd)	-	-	-	-	213,989	(213,989)	-	-		-	-
6ST745-Alma School Rd (Chandler Blvd to Pecos Rd)	-	-	-	-	-	-	-	-		-	-
6ST746-Alma School Rd (Pecos Rd to Germann Rd)	-	-	-	-	176,985	2,405,803	1,214,127	75,306	22,602	25,613	3,920,436
6ST747-Alma School Rd (Germann Rd to Queen Creek Rd)	-	-	-	-	-	-	-	-	174,310	1,069,369	1,243,679

**As programmed in 2022-2033 CIP*

421 Community Park Impact Fees	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25 though 2033-34*	Total
6PR396-Mesquite Groves Park	-	-	-	-	-	-	-	-	-	-	-

Note: This fund was expended and closed as of 6/30/17.

422 Neighborhood Parks Impact Fees	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25 though 2033-34*	Total
6PR039-Neighborhood Park Land Acquisition	3,087	-	-	-	-	-	-	-	-	-	3,087
6PR044-Tumbleweed Regional Park	41,759	-	-	-	-	-	-	-	-	-	41,759
6PR389-Homestead North Park Site	-	-	-	22,445	72,723	-	-	-	-	-	95,168
6PR400-Roadrunner Park	-	-	-	-	-	-	-	-	-	-	-
6PR631-Centennial Park Site	-	-	-	-	-	-	-	-	-	-	-

Note: This fund was expended and closed as of 6/30/20.

424 Park Impact Fees	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25 though 2033-34*	Total
6PR389-Homestead North Park Site	-	-	-	27,588	25,564	55,091	684,404	2,071,891	-	-	2,864,538
6PR390-Homestead South Park Site	-	-	-	-	-	-	-	-	-	-	-
6PR396-Mesquite Groves Park Site Phase I	-	-	-	-	-	-	-	-	-	-	-
6PR400-Roadrunner Park Site	-	-	-	-	-	-	-	-	-	-	-
6PR420-Veteran's Oasis Park Site	-	-	(59,740)	-	-	-	-	-	-	-	(59,740)
6PR629-Lantana Ranch Park						347,469	242,454	-	-	-	589,923
6PR631-Centennial Park Site	12,843	4,672	-	-	-	-	-	-	-	-	17,515
6PR638-Valencia Park Site	-	-	-	-	-	-	-	-	-	-	-
6PR639-Citrus Vista Park Site	1,412,990	4,995	-	-	-	-	-	-	-	-	1,417,985
6PR640-Layton Lakes Park Site	-	141,285	1,191,476	139,376	-		-	-	-	-	1,472,137

**As programmed in 2022-2033 CIP*

Note: This fund was expended and closed as of 6/30/23.

425 Parks NW Impact Fees	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25 though 2033-34*	Total
None	-	-	-	-	-	-	-	-	-	-	-

***No growth-related capital to construct; collecting fees to repay pledged debt*

426 Parks NE Impact Fees	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25 though 2033-34*	Total
None	-	-	-	-	-	-	-	-	-	-	-

***No growth-related capital to construct; collecting fees to repay pledged debt*

427 Parks SE Impact Fees	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25 though 2033-34*	Total
6PR396-Mesquite Groves Park Site Phase I	-	-	-	-	-	-	-	-	17,073	32,729,926	32,746,999
6PR629-Lantana Ranch Park Site	-	-	-	-	88,854	990,630	2,013,331	-	-	7,729,908	10,822,722

**As programmed in 2022-2033 CIP*

465 Police Impact Fees	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25 though 2033-34*	Total
6PD243-Chandler Heights Subtation	-	-	(59,740)	-	-	-	-	-	-	-	(59,740)

***No growth-related capital to construct; collecting fees to repay pledged debt*

475 Fire Impact Fees	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25 though 2033-34*	Total
6FI611-Southeast Fire Station	797	361,261	3,579,131	295,842	-	-	-	-	-	-	4,237,031
6FI638-Fire Station No. 1 Relocation	147,100	-	-	-	-	-	-	-	-	-	147,100

***No growth-related capital to construct; collecting fees to repay pledged debt*

603 Water System Development Fees	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25 though 2033-34*	Total
6WA029-Water Master Plan Update	68,498	133,055	56,495	1,553	-	-	-	-	-	-	259,600
6WA034-Well Construction/Rehabilitation	2,260,447	1,807,500	894,025	718,077	1,637,212	16,503	18,132	80	29,007	3,052,547	10,433,529
6WA076-Transmission Mains	-	-	-	-	-	-	-	-	-	-	-
6WA334-Joint Water Treatment Plant	-	6,418,629	19,857,848	1,639,976	1,020,748	-	-	-	-	-	28,937,201
6WA672-Water Purchases	-	9,999,788	4,999,940	4,999,940	14,731,755	-	-	-	-	-	34,731,423

***No growth-related capital to construct; collecting fees to repay pledged debt*

604 Water Resource System Development Fees	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25 though 2033-34*	Total
6WW661-Ocotillo Water Reclamation Facility Expansion	748,052	2,763,414	488,533	-	-	-	-	-	-	-	4,000,000
6WA672-Water Purchases	-	-	-	-	128,827	-	-	-	-	-	128,827

Note: This fund was expended and closed as of 6/30/20.

610 Reclaimed Water System Development Fees	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25 though 2033-34*	Total
6WW189-Effluent Reuse-Storage	97,991	876,519	15,513	151,138	294,279	210,698	2,171,057	690,757	142,912	178	4,651,043

6WW192-Effluent Reuse-Transmission Mains	1,422,386	158,361	868,974	3,198,432	212,433	1,738	-	-	14,560	227,270	6,104,155

**As programmed in 2022-2033 CIP*

614 Wastewater System Development Fees	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25 though 2033-34*	Total
6WW021-Wastewater Master Plan Update	157,935	266,114	112,989	3,107	-		-	-	-	-	540,145
6WW022-Water Reclamation Facility Expansion	20,126	540	-	-	-	-	-	-	-	-	20,666
6WW196-Collection System Facility Improvements	-	-	-	-	-	-	-	-	-	-	-
6WW651-Wastewater Land Acquistion	-	-	-	-	-	-	-	-	-	-	-
6WW642-South Chandler Sewer Line Expansion	-	-	-	-	-	-	-	-	-	-	-
6WW661-Ocotillo Water Reclamation Facility Expansion	19,505,029	79,677,431	14,085,867	-	-	-	-	-	-	-	113,268,328

***No growth-related capital to construct; collecting fees to repay pledged debt*

CHANDLER arizona

Biennial System Development Fee Audit Results

Public Hearing | March 27, 2025 | City Council Chambers

Overview of State Statute Requirements

If a City Collects SDF (Impact) Fees

1) **Annual Report –** Filed annually on website and with City Clerk

2) **Biennial Audit –** Complete an audit and hold a public hearing of results (tonight)

3) **SDF update to Land Use Assumptions (LUA) and Infrastructure Improvement Plan (IIP) (every 5 years)**

- Adopted 2022-2032 LUA and IIP report – January 11, 2024
- Adopted Ordinance to modify SDF fees – April 4, 2024
- Fees effective July 1, 2024

Note: May need to come back sooner than 5 years to adjust the fees based on cost escalations

Background- Biennial Audit

- **A.R.S. 9-463.05, Gives the requirement for Cities with SDF Fees to:**
  - Form advisory committee **OR**
  - Perform biennial audit of SDF fee program

Chandler chose to perform the biennial audit

(Currently, all Arizona communities collecting SDFs perform the audit versus forming an Advisory Committee)

Biennial Audit

- Conducted by Heinfeld, Meech & Co.
- Covers FY 2022-23 and FY 2023-24

Audit Procedures

- Compared growth projections to Land Use Assumptions (LUA) and Infrastructure Improvements Plan (IIP)
- Reviewed progress of IIP projects
- Reviewed and tested the fee collections and capital project expenditures

Results

- Other than growth projections slightly different from actual growth, no exceptions reported
- Tonight, the requirement to present the biennial audit and hold a public hearing has been met and is the last step in the audit process

No formal action required

Questions

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No.

Date: March 24, 2025
To: Mayor and Council
From: Development Services Department
Subject: January 15, 2025, Planning and Zoning Commission Meeting Minutes

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Attachments

January 15, 2025 Study Session Minutes
January 15, 2025 Regular Meeting Minutes

Meeting Minutes
Planning and Zoning Commission
Study Session

January 15, 2025 | 5:00 p.m.
Chandler City Council Chambers
88 E. Chicago Street, Chandler, AZ

CHANDLER arizona
Community of Innovation

Call to Order

The meeting was called to order by Vice Chair Koshiol at 5:00 p.m.

Roll Call

Commission Attendance

Vice Chair Sherri Koshiol
Commissioner Michael Quinn
Commissioner Kyle Barichello
Commissioner Charlotte Golla
Commissioner Ryan Schwarzer

Absent

Chair Rick Heumann - Excused

Staff Attendance

David de la Torre, Planning Manager
Darsy Omer, City Planner
Taylor Manemann, City Planner
Alyssa Siebers, Associate Planner
Thomas Allen, Assistant City Attorney
Taylor Kosareff, Clerk
Julie San Miguel, Clerk

Scheduled/Unscheduled Public Appearances

Members of the audience may address any item not on the agenda. State Statute prohibits the Board or Commission from discussing an item that is not on the agenda, but the Board or Commission does listen to your concerns and has staff follow up on any questions you raise.

Consent Agenda and Discussion

1. November 20, 2024, Planning and Zoning Commission Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of November 20, 2024, and Regular Meeting of November 20, 2024.

VICE CHAIR KOSHIOL confirmed there were no questions or comments from the Commission Members.

2. PLH24-0024 COSTCO BUSINESS CENTER

DARSY OMER, CITY PLANNER presented details regarding the request for Rezoning from Planned Area Development (PAD) for an office park with ancillary uses to PAD for wholesaling, a fuel service station, and commercial uses permitted under the Community Commercial District (C-2), as well as Preliminary Development Plan (PDP) approval for site layout and conceptual building architecture for approximately 18.65 acres located at the southwest corner of Alma School Road and Pecos Road.

VICE CHAIR KOSHIOL confirmed there were no questions for staff and asked if the Applicant was present at the meeting this date for questions.

DARSY OMER, CITY PLANNER confirmed the Applicant was present at the meeting and available to answer questions.

VICE CHAIR KOSHIOL asked if the Applicant could speak about circulation regarding the fuel center, specifically the number of fuel stalls. She mentioned that many people have experienced fueling and queuing at Costco and wanted to understand what considerations had been considered for this location.

AMY LOPEZ, APPLICANT introduced herself as a transportation engineering consultant for Costco. She sought clarification on what specific information the Commission was seeking.

VICE CHAIR KOSHIOL asked the number of fuel pumps at this location compared to the Costco near Chandler Fashion Center and how fueling demand was anticipated. She mentioned that staff and the Applicant had taken significant time and effort to plan this aspect of the facility.

AMY LOPEZ, APPLICANT explained the new facility would have 30 fueling positions compared to the Chandler Fashion Center location who has 16 fueling positions. She stated the new facility would be nearly twice the size in terms of fueling capacity and that Costco has refined its fuel station design over the years based on demand and member needs. She further explained the company had determined that this larger size best met demand while maintaining efficiency. She mentioned despite the increased number of fuel positions, the same Costco membership base would be utilizing the facility and as a result, demand would remain roughly the same. She stated the increased capacity would improve processing efficiency and reduce queue times. She pointed out that the fuel station was positioned in the southeast portion of the site and this strategic placement was intended to keep fuel-related traffic separate from the main site circulation. She explained members seeking fuel could enter, move away from the main entrance, complete their fueling, and either park or exit the site.

VICE CHAIR KOSHIOL confirmed there were no further questions or comments from the Commission Members.

3. PLH24-0037 ZJMKR LLC

TAYLOR MANEMANN, CITY PLANNER presented details regarding the request for Use Permit time extension to allow for the continued use of a residential home zoned Single-Family District (SF-8.5) as a general office. The property is located at 542 W Chandler Boulevard, generally located ½ mile west of the northwest corner of Arizona Avenue and Chandler Boulevard.

VICE CHAIR KOSHIOL confirmed there were no questions or comments from the Commission Members.

4. Notice of Cancellation of the February 5, 2025, Planning and Zoning Commission Hearings

Move Planning and Zoning Commission cancel the February 5, 2025, Planning and Zoning Commission Hearings.

Calendar

The next Study Session will be held before the Regular Meeting on Wednesday, February 19, 2025, in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona.

Adjourn

The meeting was adjourned at 5:15 p.m.

Kevin Mayo, Secretary

Rick Heumann, Chair

Meeting Minutes
Planning and Zoning Commission
Regular Meeting

January 15, 2025 | 5:30 p.m.
Chandler City Council Chambers
88 E. Chicago Street, Chandler, AZ

CHANDLER arizona
Community of Innovation

Call to Order

The meeting was called to order by Vice Chair Koshiol at 5:30 p.m.

Roll Call

Commission Attendance

Vice Chair Sherri Koshiol
Commissioner Michael Quinn
Commissioner Kyle Barichello
Commissioner Charlotte Golla
Commissioner Ryan Schwarzer

Absent

Chair Rick Heumann - Excused

Staff Attendance

David de la Torre, Planning Manager
Darsy Omer, City Planner
Taylor Manemann, City Planner
Alyssa Siebers, Associate Planner
Thomas Allen, Assistant City Attorney
Taylor Kosareff, Clerk
Julie San Miguel, Clerk

Pledge of Allegiance

The Pledge of Allegiance was led by Commissioner Schwarzer.

Scheduled and Unscheduled Public Appearances

Members of the audience may address any item not on the agenda. State Statute prohibits the Board or Commission from discussing an item that is not on the agenda, but the Board or Commission does listen to your concerns and has staff follow up on any questions you raise.

Consent Agenda and Discussion

1. **November 20, 2024, Planning and Zoning Commission Meeting Minutes**

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of November 20, 2024, and Regular Meeting of November 20, 2024.

2. PLH24-0024 COSTCO BUSINESS CENTER

Request for Rezoning from Planned Area Development (PAD) for an office park with ancillary uses to PAD for wholesaling, a fuel service station, and commercial uses permitted under the Community Commercial District (C-2), as well as Preliminary Development Plan (PDP) approval for site layout and conceptual building architecture for approximately 18.65 acres located at the southwest corner of Alma School Road and Pecos Road

Proposed Motion:
Rezoning
Move Planning and Zoning Commission recommend approval of Rezoning PLH24-0024 Costco Business Center, Rezoning from Planned Area Development (PAD) for an office park with ancillary retail and restaurant uses to PAD for wholesaling, a fuel service station, and commercial uses permitted under the Community Commercial District (C-2), subject to the conditions as recommended by Planning staff.

Preliminary Development Plan
Move Planning and Zoning Commission recommend approval of Preliminary Development Plan PLH24-0024 Costco Business Center for site layout and conceptual building architecture, subject to the conditions as recommended by Planning staff.

Recommended Conditions of Approval:
Rezoning
Planning staff recommends Planning and Zoning Commission move to recommend approval of Rezoning from PAD for an office park with ancillary retail and restaurant uses to PAD for wholesaling, a fuel service station, and commercial uses permitted under the Community Commercial District (C-2), subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Costco Business Center Development Booklet" and kept on file in the City of Chandler Planning Division, in File No. PLH24-0024 modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler City Council.

2. Uses permitted on the property shall be those permitted in the Community Commercial District (C-2) zoning district, wholesaling and fuel service station.

3. The following uses shall be prohibited: Drive-through, drive-up, all fast-turnover establishments, auto-related uses including but not limited to the sale, rental, repair,

washing or automobiles, motorcycles, trucks, boats, or related accessories uses other than a fuel station, and self-storage establishments.

4. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.

5. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

6. Future median openings shall be located and designed in compliance with City adopted design standards (Technical Design Manual #4).

7. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s), the developer shall be required to upgrade such landscaping to meet current City standards.

Preliminary Development Plan
Planning staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet entitled "Costco Business Center Development Booklet" and kept on file in the City of Chandler Planning Division, in File No. PLH4-0024, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. Preliminary Development Plan does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and the Preliminary Development Plan shall apply.

3. Sign packages, including free-standing signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.

4. The site shall be maintained in a clean and orderly manner.

5. The landscaping shall be maintained at a level consistent with or better than at the time of planting.

6. Landscaping shall be in compliance with current Commercial Design Standards.

7. Gasoline tank vent piping shall be screened from arterial streets and public view.

3. PLH24-0037 ZJMKR LLC

Request for Use Permit time extension to allow for the continued use of a residential home zoned Single-Family District (SF-8.5) as a general office. The property is located at 542 W Chandler Boulevard, generally located ½ mile west of the northwest corner of Arizona Avenue and Chandler Boulevard.

Recommended Conditions of Approval

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Use Permit, subject to the following conditions:

1. Substantial expansion or modification beyond the approved exhibits (Narrative, Site Plan, Floor Plan) shall void the Use Permit and require new Use Permit application and approval.

2. The Use Permit is non-transferable to any other property.

3. Substantial increases in on-site employment over that represented, seven (7), or substantial expansion of the home to provide additional office space, shall require Use Permit amendment and approval by the City of Chandler.

4. The site shall be maintained in a clean and orderly manner.

5. The landscaping shall be maintained at a level consistent with or better than at the time of planting in accordance with City approved construction plans.

6. Use Permit approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Use Permit shall apply

4. Notice of Cancellation of the February 5, 2025, Planning and Zoning Commission Hearings

Move Planning and Zoning Commission cancel the February 5, 2025, Planning and Zoning Commission Hearings.

Consent Agenda Motion and Vote

COMMISSIONER QUINN moved to approve the Consent Agenda of the November 20, 2024, Regular Planning and Zoning Commission Meeting with stipulations presented by staff; Seconded by COMMISSIONER BARICHELLO.

Motion carried unanimously (5-0)

Member Comments/Announcements

Calendar

The next regular meeting will be held on Wednesday. February 19, 2025, in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona.

Adjourn

The meeting was adjourned at 5:33 p.m.

Kevin Mayo, Secretary

Rick Heumann, Chair

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Community of Innovation

City Council Memorandum Management Services Memo No. 25-082

Date: March 24, 2025
To: Mayor and Council
Joshua H. Wright, City Manager
Thru: Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved

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Attachments

Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved

March 27, 2025

Special Event Liquor and Extensions of Liquor Premises Approvals

Special Event Liquor Licenses

Organization Name: #Lovepup Foundation
Applicant: Blake Van Es
Event Details: Dog Mom Day, Saturday, May 3, 2025, From 9:00 a.m. until 11:30 a.m.
Location: Ashley Castle, 1300 S. Price Road

Temporary Extensions of Liquor License Premises
N/A

Permanent Extensions of Liquor License Premises
N/A

ITEM 40

City Council Memorandum Management Services Memo No. MS 25-085

Date: March 24, 2025
To: Mayor and Council
Joshua H. Wright, City Manager
Thru: Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Christina Pryor, Procurement & Supply Senior Manager
Subject: Contracts and Agreements Administratively Approved, Month of February 2025

Background/Discussion

On November 7, 2022, City Council approved Ordinance No. 5030 amending the Code of the City of Chandler, Chapter 3, raising the threshold for Council approval of contracts and agreements for materials, services, equipment, and construction from $50,000 to $100,000. The threshold for Council approval of contracts and agreements for professional services was raised from $30,000 to $100,000. The changes allow contracts and agreements valued less than $100,000 to be administratively approved. As part of the change, Council requested a monthly summary of contracts and agreements approved under the newly adopted thresholds that would have required Council approval under the previous thresholds. The attached report summarizes the administratively approved contracts and agreements for materials, services, equipment, and construction valued between $50,000 and $99,999, and professional services valued between $30,000 and $99,999.

Attachments

Contracts and Agreements Administratively Approved

Informational Procurement Council Item – February 2025 Administrative Approvals

Administrative Approval of Contracts and Agreements for Materials, Services, Equipment and Construction Valued Between $50,000 and $99,999 and Professional Services Valued Between $30,000 and $99,999

Agreement No.: 4323
Subject: Motorola Annual Services Agreement
Contractor: Motorola Solutions
Value: $69,370.96
Notes: Annual service agreement for preventative maintenance and support services for Motorola radios for the Police Department.

Agreement No.: DS2201.271
Subject: Outside Plant Fiber Telecommunications Remote Buildings - Brooks Crossing
Contractor: Kimley-Horn and Associates, Inc.
Value: $38,422.50
Notes: Structural engineering services.

Agreement No.: PR2206.271
Subject: Pickleball Courts at Tumbleweed Park
Contractor: Dig Studio, Inc.
Value: $88,271.50
Notes: Pre-construction assistance and landscape architectural, engineering, and architectural design services during construction.

Contracts or Agreements with Significant (+50%) Price Changes Valued Between $50,000 and $99,999

Agreement No.:
Subject:
Contractor:
Value:
Notes: